Annex 1: Endorsement Application

Form (4 -A)

Endorsement Application Form for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman

Myanmar Investment Commission

Reference No.

Date. 11 OCT 2017

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's :-

   (a) Name Mr. Chintadi Shekhar Rao

   (b) Company Registration No/ ID No/ National Registration Card No /Passport PP No. Z2719785

   (c) Citizenship India

   (d) Address/ Address of Registered Office A-2/3, Nagarkot Flats, Kadma Jamshedpur 831 005 India

   (e) Phone /Fax / E -mail: 09-790894054, Shekhar@foodempire.com

   (f) Type of Business(to describe in detail) Manufacturing, marketing & distribution of packaged foods and beverages

   Note: The following documents need to be attached according to the above paragraph (1) :-

   (1) Company Registration Certificate (copy);

   (2) ID No/ National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself / herself, the applicant;

   (a) Name Baker & McKenzie Limited

   (b) Name of contact person Mr. Kyaw Moe Myint Tun (if applicant is business organization)

   Note: describe with attachment of letter of legal representative

   (c) ID No./ National Registration Card No./Passport No. 12/Aa Sa Na (N) 203432

   (d) Citizenship Myanmar

   (e) Address in Myanmar : No. 582, Neik Bein Da Street, Nanthargone Quarter, Insein Township, Yangon, Myanmar

   (f) Phone / Fax : 01-255056

   (g) E-mail : Kyawmoemyint.tun@bakermckenzie.com

3. Type of business organization to be formed:-

☐ One Hundred Percent ☒ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual Basis (To attach draft contract/agreement)

Share Ratio (Local) .... 20 % ....

Share Ratio(Government Department/Organization) .... % ....

Share Ratio(Foreigner) .... 80 % ....

4. List of Shareholders Owned 10 % of the Shares and Above

No	Name of Shareholder	Citizenship	Share Percentage
1.	Future Enterprises Pte Ltd	Incorporated in Singapore	80%
2.	Khin Oo Lwin	Myanmar	20%

5. Particulars of Company Incorporation

(a) Authorized Capital .... USD 500,000 ....

(b) Type of Share .... Ordinary ....

(c) Number of Shares .... 500,000 ....

....

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

Capital brought in period : 1 year

6. Particulars of Paid-up Capital of the Investment

		Kyat/US$ (Million)
(a)	Amount/Percentage of local capital to be contributed	USD 100,000
(b)	Amount/Percentage of foreign capital to be brought in	USD 400,000
	Total	USD 500,000

7. Particulars of the Investment Project-

   (a) Investment location(s)/place(s) Plot no. 109, Myay Taing Block no. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township,Yangon, Myanmar

8. Amount of Investment USD 500,000

9. The liscense, Permit, Permission, and etc; of the relevant organizations shall be attached if they are received.

10. Commencement of Business ☒ Yes ☐ No

    If it is commenced , describe the performance of business activities;

    ....

11. Describe whether other applications are being submitted together with the Endorsement Form or not:

    ☒ Land Rights Authorization Application

    ☐ Tax Incentive Application

Undertaking

I / We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I /We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission .

Signature of the applicant

Name: **Mr. Chintadi Shekhar Rao**

Title: Managing Director

Department /Company (Seal/Stamp) FE Foods & Beverages Myanmar Company Limited

Date: 11 OCT 2017

ပုံစံ (၄ - က)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်းရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ၏အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊

ရက်စွဲ ၂၀ ခုနှစ်၊ 11 OCT 2017 ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ၃၇ နှင့်အညီ အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် Mr.Chintadi Shekhar Rao

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ် သို့မဟုတ် PP No. Z2719785
ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစိစစ်ရေးကဒ်
အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဂ) နိုင်ငံသား India

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ
A-2/3, Nagarkot Flats, Kadma Jamshedpur 831 005 India

(င) တယ်လီဖုန်း /ဖက်စ် / အီးမေးလ်လိပ်စာ 09 - 790894054, Shekhar@foodempire.com

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) Manufacturing, marketing & distribution of packaged foods and beverages

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် Baker & Mckenzie Limited

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ဦးကျော်မိုးမြင့်ထွန်း
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ၁၂/အစန(နိုင်)၂၀၃၄၃၂

(ဃ) နိုင်ငံသား မြန်မာ

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ
နိဗ္ဗိန္ဒလမ်း၊ နံ့သာကုန်းရပ်ကွက်၊ အင်းစိန်မြို့နယ်၊ ရန်ကုန်၊ မြန်မာ။

(စ) တယ်လီဖုန်း /ဖက်စ် ၀၁ - ၂၅၅၀၅၆

(ဆ) အီးမေးလ်လိပ်စာ Kyawmoemyint.tun@bakermckenzie.com

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

☐ ရာနိုင်နှုန်းပြည့် ☑ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၂၀ %

အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး %

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး ၈၀ %

၄။ အစုရှယ်ယာ ၁၀ % နှုန်းနှင့်အထက်ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု%
၁	Future Enterprises Pte Ltd	Incorporated in Singapore	80%
၂	Khine Oo Lwin	Myanmar	20%

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း: USD 500,000

(ခ) အစုရှယ်ယာအမျိုးအစား: Ordinary

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ 500,000 Shares

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ကုမ္ပဏီဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲတင်ပြရန်

၆။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

	ကျပ်/US$(သန်းပေါင်း)
(က) ပြည်တွင်းမှထည့်ဝင်သည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	USD 100,000
(ခ) နိုင်ငံခြားမှယူဆောင်လာသည့်မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	USD 400,000
စုစုပေါင်း	USD 500,000

၇။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း ....50 years..........

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ အမှတ် ၁၀၉၊ မြေတိုင်း မြေကွက်အမှတ် ၆၅ (စက်မှုဇုန်)၊ စက်မှုဇုန် (၄)၊ ရွှေပြည်သာ မြို့နယ်၊ ရန်ကုန်၊ မြန်မာ။

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ USD 500,000

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက်၊ လိုင်စင်၊ ပါမစ်စသည်တို့ ရရှိပြီးပါက ပူးတွဲတင်ပြရန်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း [x] ရှိ၊ [ ] မရှိ

ရှိပါကလုပ်ငန်းဆောင်ရွက်မှုအခြေအနေကို ဖော်ပြပေးရန်

....

....

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်းရှိ/မရှိ ဖော်ပြရန်။

[x] မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

[ ] အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြုလျှောက်ထားလွှာကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေး ကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည် Mr. Chintadi Shekhar Rao

ရာထူး Managing Director

ဌာန/ကုမ္ပဏီတံဆိပ် FE Foods & Beverages Myanmar Company Limited

Annex 2: Draft Joint Venture Agreement

DATED THIS DAY OF 2017

BY AND AMONGST

FUTURE ENTERPRISES PTE LTD

AND

MS. KHIN OO LWIN

JOINT VENTURE AGREEMENT

"FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED"

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CLAUSE HEADING PAGE

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is entered into as of the ___________ 2017

BY AND AMONGST:-

1. **FUTURE ENTERPRISES PTE LTD** (Company Registration Number: 198203912Z) ("**FEPL**"), a company registered in the Republic of Singapore with its registered office at 31 Harrison Road #08-01 Food Empire Building Singapore 369649;

2. **MS. KHIN OO LWIN** (Passport No: MA035833/ NRC No. 12/Sa Kha Na (N) 056991) ("**Ms. Khin**"), a Republic of the Union of Myanmar national residing at Condo [F/7], F.M.I CITY Hlaing Thar Yar Township, Yangon, Burma; and

On the Effective Date (as defined below), the Company (as defined below) shall sign and become a Party (as defined below) to this Agreement. The Parties (as defined below) agree as follows:

WHEREAS:-

(A) The Parties have established a joint venture company known as **FE FOOD & BEVERAGES MYANMAR COMPANY LIMITED** a company incorporated in the Republic of the Union of Myanmar (Permit No: 244FC/2017-2018 (YGN)), having its registered office at No. 29, 3rd Floor, 35th Street Kyauktada Township, Yangon, Myanmar,**("FEBM")**, with FEPL owning 80% (equivalent to 400,000 shares at USD 1 each) and Ms. Khin owning 20% (equivalent to 100,000 shares at USD 1 each) of the share capital of FEBM (the "**Shareholders**"); and

(B) The Parties are desirous to enter into this Joint Venture Agreement in connection with their participation as Shareholders of FEBM.

NOW, **THEREFORE**, **IT IS AGREED** as follows :-

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings :-

"**Affiliate**"	means, with respect to any Party, any other company directly or indirectly controlling, controlled by or under common control with such Party; for the purposes of this definition, 'control' shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, through the ownership of securities representing a majority of the voting power of such company, or otherwise.

“**Articles**” means the articles of association of the Company for the time being.

“**Auditors**” means the auditors of the Company for the time being.

"**Board**" means the board of directors of the Company.

“**Business**” means the manufacturing, marketing and distribution of packaged food and beverages in Myanmar and overseas market.

“**Business Day**” means a day (other than a Saturday, a Sunday or a public holiday in Myanmar) on which commercial banks are open for business in Myanmar.

“**Claim**” means any notice, demand, assessment, letter or other document issued or action taken by the fiscal authorities in Myanmar or other statutory or governmental authority, body or official whatsoever (whether of Myanmar or elsewhere in the world, to the extent applicable) whereby the Company is or may be placed or sought to be placed under a liability to make payment or deprived of any relief, allowance, credit or repayment otherwise available.

“**Companies Act**” means the Myanmar Companies Act or any statutory modification or re-enactment thereof for the time being in force.

"**Company**" shall have the meaning ascribed to it in Clause 3.1 hereof.

“**CEO**” shall have the meaning ascribed to it in Clause 8.3.

"**Directors**" means the directors of the Company for the time being including alternate directors.

“**Deed of Ratification and Accession**” means the deed in the form and on the terms set out in Schedule 1 to be executed by a subscriber or transferee of shares in the capital of the Company under which it agrees to be bound by, and shall be entitled to the benefit of this Agreement, as if an original party hereto.

"**Effective Date**" means the date by which all of the following requirements shall have been fulfilled:-

(a) the board of directors of FEPL has furnished to the

other Parties a resolution that FEPL shall be bound by the terms of this Agreement;

(b) Ms. Khin Oo Lwin has furnished to the other Parties a resolution that Ms. Khin Oo Lwin shall be bound by the terms of this Agreement;

(c) the Company has been duly incorporated in accordance with Clause 3.1; and

(e) all licenses, permits, consents and approvals of the relevant authorities necessary for the formation of the Company have been obtained and the Parties have been informed hereof in writing.

"**Encumbrances**" means any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, security interest, options, rights of first refusal and any other encumbrance or condition whatsoever.

"**Excluded Securities**" means:-

(a) additional equity securities (or options) issued by the Company pursuant to any (i) employee share option scheme(s), or (ii) merger or acquisition of any other corporate entity, or (iii) share option scheme(s) approved by the Board of Directors;

(b) shares issued by the Company to financial institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions approved by the Board;

(c) shares issued by the Company in connection with any sub-division of shares, share or scrip dividends or similar events; and

(d) additional equity securities (or options) which the Company is contractually obliged to issue as at the date of this Agreement.

"**Memorandum**" means the Company's memorandum of association for the time being.

"**Ordinary Shares**" means ordinary shares of USD1.00 each in the capital of the Company.

"**Parties**" means the parties to this Agreement and "Party" means any

one of them. (This expression shall also include the Company upon its execution of this Agreement and such other persons who may hereafter become a party to this Agreement in compliance with the provisions herein and who has executed a Deed of Ratification and Accession).

"**Permitted Transferee**" means:

(a) in relation to any individual, any spouse, parent or children of such individual or trust for the benefit of that individual or spouse, parent or children of that individual or any corporation where the majority of the shares issued and the voting rights in the capital of such corporation are held by such individual or his spouse, parent or children; and

(b) in relation to any corporate entity, its Affiliates.

"**Shareholders**" means the persons whose names are registered in the Company's register of members as holding shares in the capital of the Company.

"**Shareholding Proportion**" in relation to any Shareholder, means, at any given time, the proportion in which the Shares for which that Shareholder is registered in the Company's register of members bears to the total number of Shares issued in the capital of the Company.

"**Shares**" means the Ordinary Shares and other shares, stocks, securities, units or such other interests in the capital of the Company, including without limitation options, warrants, subscription rights, convertible loan notes/stocks, as issued by the Company from time to time.

"**Transfer**" means any voluntary or involuntary sale, assignment, conveyance, gift, distribution or other disposition or transfer, but does not include creating an Encumbrance.

"**$**" and "**USD**" means the lawful currency of the United States.

"**Working Committee**" means the working committee referred to in clause 4 hereof.

1.2 Any reference in this Agreement or the Schedules to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement.

1.3 (a) The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

(b) Any reference in this Agreement to "**this Agreement**" includes all amendments, additions, and variations thereto agreed between the parties hereto.

(c) The expressions "**the parties hereto**" with its grammatical variations and cognate expressions shall mean the parties to this Agreement and any other person who becomes a member of the Company and is bound by the terms of this Agreement or any such parties or persons as long as they are members of the Company and are bound by the terms of this Agreement.

(d) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing a specific gender shall include the other genders (male, female or neuter), and "**person**" shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental, administrative or regulatory authority or agency (notwithstanding that "**person**" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning.

(e) The expression "**financial year**" means a period in respect of which an audited profit and loss account of the Company has or is to be prepared for the purpose of laying before the Company at its annual general meeting, whether that period is a year or not.

(f) The words "**subsidiary**" and "**related corporation**" shall have the meaning ascribed to them in the Companies Act.

(g) A reference to a "**month**" is a reference to a period starting on one day in a calendar month and ending on but excluding the numerically corresponding day in the next succeeding calendar month, except that where there is no numerically corresponding day, the period shall end on and include the last day of the next succeeding calendar month.

(h) The words "**written**" and "**in writing**" include any means of visible reproduction. References to "**Recitals**", "**Clauses**", and "**Schedules**" are to the recitals, clauses of, and the schedules to, this Agreement (unless the context otherwise requires). Any reference to a "**paragraph**" is to a reference to a paragraph of the Clause in which such reference appears. The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement.

1.4 Any thing or obligation to be done under this Agreement which requires or falls to be done on a stipulated day, shall be done on the next succeeding Business Day, if the day upon which that thing or obligation to be done falls on a day which is not a Business Day.

2. FORCE AND EFFECT

2.1 This Agreement shall come into force and effect on the Effective Date, save that Clauses 3.1, 4.1, 24 and 27 to 30 shall be effective as at the date of this Agreement.

3. INCORPORATION AND PURPOSE OF THE COMPANY

3.1 FEBM has been incorporated with a Permit to Trade under section 27A of the Myanmar Companies Act (also known as the "**Company**") with limited liability in the Republic of the Union of Myanmar

3.2 The purpose of the Company shall be for the manufacturing, marketing and distribution of packaged food and beverages and that the Company shall carry on no other business except as agreed by the Parties.

4. CAPITAL STRUCTURE, MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY

4.1 The Parties shall subscribe for and the Company shall issue and allot, fully paid up or credited as fully paid up, and free of any Claims or Encumbrances, the number of Ordinary Shares as set opposite their respective names in the table below:-

	Name	No. of Ordinary Shares	% of Shareholding
(a)	Future Enterprises Pte Ltd	400,000	80%
(b)	Khin Oo Lwin	100,000	20%
	Total	**500,000**	**100%**

4.2 The authorised capital and number of shares into which the capital is divided is 500,000 of USD 1 each.

5. WARRANTIES, UNDERTAKINGS AND COVENANTS

5.1 Each Party warrants to the other Parties hereto that, at the Effective Date:

(a) where the Party is a corporate entity, all action will have been taken so that the execution, delivery and performance of this Agreement will not (i) conflict with or result in a violation of the memorandum and articles of association or other constitutive documents applicable to such Party, or (ii) result in a breach of or constitute a default under any mortgage, agreement or undertaking by which such Party is bound;

(b) where the Party is an individual, he is not an undischarged bankrupt;

(c) no litigation, arbitration or administrative proceeding is current or pending or, so far as the Party is aware, threatened against the Party which may in any manner whatsoever, materially affect the ability of the Party to fulfill the obligations contained under this Agreement;

(d) all relevant statutory, governmental or other approvals that such Party needs to obtain for the transactions contemplated herein have been obtained; and

(e) such Party has full legal right, power and authority to execute, deliver and perform its obligations under this Agreement.

5.2 Each of the representations in this Clause 5 shall be construed as a separate and independent undertaking and covenant and shall not be limited or restricted by reference to or inference from the terms of any other provisions of this Agreement.

6. EXERCISE OF RIGHTS

6.1 Each of the Shareholders shall exercise its rights as a shareholder in the Company in a manner consistent with the provisions of this Agreement. Where to give effect to all or any of the provisions of this Agreement a resolution of the members of the Company in general meeting is required under the laws of Myanmar or under the Articles, each of the Shareholders shall exercise its voting rights for the time being in the Company and take all such actions, things and steps within its powers as are necessary to give effect to this Agreement.

7. BUSINESS AND ADMINISTRATION

7.1 The primary business of the Company shall be to carry on the Business or such other business as may be agreed by the Parties to be conducted by the Company from time to time in accordance with this Agreement.

7.2 The Business shall be conducted in the best interests of the Company on sound commercial profit making principles so as to generate the maximum achievable maintainable profits available for distribution and with the objective of seeking to maximise returns to the Shareholders.

7.3 The Board will be responsible for the management and supervision of the Business and a Director appointed by FEPL in accordance with Clause 9.2 shall be the Chief Executive Officer ("**CEO**"). The CEO shall carry out the day-to-day business and operation of the Company and shall report to the Board on a regular basis or at such time and interval as the Board deems necessary.

7.4 The Shareholders will exercise their rights as shareholders in relation to the Company so as to ensure that:-

(a) the business and affairs of the Company shall be properly and efficiently managed and operated in accordance with all applicable laws and all rules and regulations of all governmental and self-regulatory entities;

(b) the accounting policies, practice or procedures adopted by the Company shall comply with the requirements of all relevant laws and generally accepted accounting principles of Myanmar; and

(c) the Company shall keep each Director fully informed as to all material developments regarding its financial and business affairs and will notify the Directors forthwith in writing upon becoming aware of any material adverse event affecting or likely to affect the Company.

8. BOARD OF DIRECTORS

8.1 The number of directors shall not be less than 2 and not more than 10, unless otherwise determined by the Shareholders in a general meeting.

8.2 Ms. Khin Oo Lwin has the authority to appoint 1 director, so long as she holds at least 20% of the Shares of the Company. FEPL shall have the authority to appoint all other directors at any time it holds a Share in the Company.

8.3 The initial directors who are to conduct the affairs of the Company shall be the following:

	Name	**Identity card No.**	**Appointed by**
(a)	Mr. Neogh Kok Eng	Malaysia PP No. A37798482	Ms. Khin Oo Lwin
(b)	Mr. Chintadi Shekhar Rao	India PP No. Z2719785	FEPL
(c)	Mr. Rajneesh Goel	India PP No. Z3488216	FEPL

8.4 The Shareholders shall take such actions as are necessary, including the exercise of their voting rights, to ensure that there remains on the Board at all times, at least one Director who is ordinarily resident in Singapore and any purported resignation by any of the Directors in breach of this Clause 8.4 shall not be accepted by the Company.

8.5 The right of appointment conferred to each Shareholder under Clause 8.2. It shall include the right by the Shareholder to remove at any time from office such person appointed by the Shareholder as a Director and the right of the Shareholder at any time and from time to time to determine the period which such person shall hold the office of Director.

8.6 Every appointment or removal of a Director by the Shareholder shall be in writing and signed by or on behalf of the Shareholder appointing or removing, as the case may be, such Director and shall be delivered to the registered office for the time being of

the Company. Whenever for any reason a person appointed by a Shareholder ceases to be a Director, the Shareholder shall be entitled to appoint another Director.

8.7 The position of Chairman of the Board shall be [●]. The Chairman of the Board shall have a second or casting vote at any meeting of the Board.

8.8 The meetings of the Directors shall be held in Myanmar not less than once in every six months, and more frequently where necessary. At least three (3) days' notice of meetings of the Board (including details of the agenda and any relevant papers or documents to be discussed at such Board meeting) shall be given to each Director at such address as he shall from time to time notify to the Company for this purpose. In the case of urgent business the right to receive notice may be waived by any Director by cable, telex, facsimile or otherwise in writing. Each notice of meeting of the Board shall contain an agenda of the business to be discussed at such meeting and unless agreed by all Directors present, no Board meeting shall vote on or resolve any matter not specified or referred to in the agenda.

8.9 Each Director present personally or by his alternate shall have one vote at all meetings of the Board. Save as provided in Clause 11, all matters shall be decided by a simple majority of the vote of the Directors present at the meetings of the Board. The quorum of all meetings of the Board shall be three (3) Directors. Provided that where no quorum is present at any duly convened meeting, the meeting shall be adjourned to seven (7) days thereafter at the same time and place with the same agenda and such Director or Directors present at such meeting shall be the quorum.

8.10 Save as provided in Clause 11, a resolution in writing signed by a majority of the Directors for the time being or their alternates shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors. The expressions "in writing" and "signed" include approval by telex, cable, telegram, wireless or facsimile transmission.

8.11 A Director shall not be prohibited from voting or being counted in a quorum at any meeting of the Board in respect of any contract or arrangement in which he is or may be interested provided he has disclosed the nature of his interest in accordance with the Myanmar Companies Act.

9. SHAREHOLDERS' MEETINGS

9.1 The number of Shareholders necessary to form a quorum for the transaction of business at a meeting of the Shareholders shall be two (2) Shareholders holding in aggregate not less than fifty per centum (50%) of the total issued and paid-up shares of the Company as at the date of such meeting, whether present by representative, attorney or proxy. All matters raised at a meeting of the Shareholders shall be decided by ordinary resolution of the Shareholders present at the meeting.

9.2 If within half an hour from the time appointed for holding the meeting a quorum is not present, the meeting shall be adjourned to seven (7) days thereafter at the same time

and place with the same agenda and no notice need be given to the Shareholders in relation to such adjourned meeting. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the member or members present at such adjourned meeting shall be the quorum.

9.3 Subject to the Articles and the Companies Act, a resolution in writing of the Shareholders shall be as valid and effectual as if it had been a resolution passed at a general meeting of the Shareholders duly convened and held if such resolution in writing has been served on all Shareholders and signed by at least such Shareholders as are necessary to constitute a quorum in accordance with Clause 7.1, and may consist of several documents in the like form each signed by one or more Shareholders. For the purposes of this Clause, "**in-writing**" and "**signed**" shall include approval by telex, cable, telegram, electronic mail, wireless or facsimile transmission. Any such resolution sent by facsimile or electronic mail transmission shall be valid and deemed to have been duly sent on the date of transmission provided that the original signed copy thereof is sent by courier or by pre-paid registered post to the Company at its registered address within 24 hours of transmission.

10. RESERVED MATTERS

Subject to any additional requirements specified by any applicable laws, the Company undertakes not to, and shall procure that each of its subsidiaries does not, take any action constituting any of the reserved matters set out in Schedule 2, in each case, unless approved by all the Shareholders or all the Directors, as the case may be. The above rights are in addition to the rights of the Shareholders as set out in the Myanmar Companies Act and the Company's Articles of Association.

11. ACCOUNTS

Unless and until the Board shall otherwise determine, the Company shall appoint Auditors to audit its account annually, such that:-

(a) the Company's financial year shall end on 31 December in each year; and

(b) the Company's audited (and if the Company has subsidiaries, audited consolidated) balance sheet and profit and loss account shall be prepared on a consistent basis and in accordance with the Companies Act and generally accepted accounting principles in Myanmar.

12. FINANCE FOR THE COMPANY

12.1 The Shareholders agree that the financing for the business of the Company shall be provided by loans and other credit facilities from banks and financial institutions on such terms as the Board may agree.

12.2 If at any time all the Shareholders consider it necessary or desirable for the shareholders of the Company to give any support to the Company by way of guarantee, indemnity, letter of comfort, the making of loans or the providing of other assistance or funds to the Company, then such support shall be given to the Company by all the Shareholders respectively in their Shareholding Proportions.

13. BANKING SIGNATORIES

13.1 The Company shall open and operate bank accounts with such banks and/or finance companies in such currencies as the Board deems appropriate to meet business requirements of the Company.

13.2 All transactions involving the bank accounts of the Company, including without limitation the signing of cheques and remittance/telegraphic transfer forms effecting the transfer of funds in the bank accounts of the Company, shall require the signatures of two persons who have been appointed under this Clause as authorized signatories ("**Authorised Signatories**"). The right of appointment of Authorised Signatory shall be solely decided by FEPL to operate the bank accounts of the Company. The right of appointment of the Authorised Signatory conferred to FEPL under this Clause shall include the right to replace the persons respectively appointed by FEPL as Authorised Signatories.

14. DIVIDENDS

14.1 Subject to the Companies Act, this Agreement and the Articles, and to the appropriation of prudent and proper reserve at all times to meet working capital or solvency requirements, the Shareholders shall procure that the Company distributes to and among the Shareholders not less than 10% of its profits as dividends in every financial year, after provision for tax paid or accrued due in any financial period ("**Minimum Dividend Payout**"). Such dividends of the profits shall be declared by way of interim and/or final dividends to the Shareholders in accordance with the rights to dividends set out in the Articles.

14.2 The Company undertakes to use all dividends received from the Company for the first five financial years after its incorporation only for the purpose of research in aquaculture and related areas and not for any other purposes.

15. SHARES

15.1 Restriction on Dealings with Shares

(a) No Ordinary Shares may be pledged, mortgaged, charged or otherwise subject to any Encumbrance by any Shareholder except with the prior written consent of the other Shareholders.

(b) No Shareholder shall Transfer Ordinary Shares to any person other than in accordance with Clause 15.3.

15.3 Pre-emption Rights: Transfer of Shares

15.3.1 If a Shareholder (the "**Transferring Shareholder**") wishes to Transfer any of its Ordinary Shares ("**Sale Shares**"), that Transferring Shareholder shall first offer in writing the Sale Shares to FEPL or as determined by FEPL in accordance with their respective shareholding proportions *inter se* at a price determined by the Transferring Shareholder (the "**Offer**") and on such terms and conditions as set out in the Offer.

15.3.2 Subject to Clause 15.3.3, the Offer may be accepted by the other Shareholders as to all or any portion of the Sale Shares comprised in the Offer within 14 days from the date of the Offer and failing such acceptance shall be deemed to be declined.

15.3.3 Where some but not all of the Sale Shares comprised in the Offer have been accepted, the other Shareholders who have so accepted the Offer shall for a further period of 14 days following the 14 day period mentioned in Clause 15.3.2 have the option but not the obligation:

(a) to accept all the Sale Shares declined or deemed to be declined by the other Shareholders (the "**Remaining Offer Shares**") in proportion (as nearly as may be) to the number of Shares held by them *inter se* respectively as at the date of the Offer or in such proportion as they may agree amongst themselves; and/or

(b) subject to the agreement of the other Shareholders and to Clause 15.3.6, to nominate a third party or parties to purchase some or all of such Remaining Offer Shares.

15.3.4 Any Remaining Offer Shares not accepted for purchase under Clause 15.3.3 shall be offered to other third parties on terms and conditions not more favourable than those comprised in the Offer for a period not exceeding 30 days from the date of expiry of the second 14-day period stated in Clause 15.3.3.

15.3.5 Completion of the sale and purchase of any Sale Shares under this Clause 15.3 shall take place on the date falling no later than 30 days from the date of acceptance of such Sale Shares. On completion:

(a) the Transferring Shareholder shall deliver to the purchaser(s):

(i) a duly executed transfer form in favour of the purchaser(s) or as it or they may direct; and

(ii) the share certificates in respect of the Sale Shares to be sold.

(b) the purchaser(s) shall deliver to the Transferring Shareholder a cashier's order or banker's draft drawn on a bank licensed in Myanmar or such other

mode of payment agreed between the Transferring Shareholder and the purchaser(s) for the full amount of the consideration payable for the shares to be purchased.

15.3.6 It shall be a condition precedent to the right of any Shareholder to transfer shares that the transferee, if not already bound by the provisions of this Agreement, executes the Deed of Ratification and Accession.

15.3.7 Nothing contained in this Clause 15.3 shall:-

(a) prevent or require consent of the Shareholders for a Transfer of all or any part of the Shareholders' Shares in the Company to any of the Permitted Transferees of the respective Shareholders *PROVIDED ALWAYS THAT* it shall be stipulated as a condition of the Transfer that in the event that such transferee Shareholder ceases to be a Permitted Transferee of such transferor Shareholder, that transferor Shareholder shall re-purchase all Shares held by such transferee Shareholder.

The transferee Shareholder shall provide to the other Shareholders and the Company such information as the other Shareholders may reasonably require to ascertain that the transferee Shareholder has not ceased to be such a Permitted Transferee of the transferor Shareholder; or

(b) a Transfer of Shares by any Shareholder to any third party with the prior written approval of all the other Shareholders.

16.3.8 Notwithstanding anything to the contrary herein contained, all third party transferees of Shares must receive the majority approval of the Board before the Transfer of Shares to them can be effected, which approval of the Directors shall not be unreasonably withheld. Without limiting the discretionary powers of the Directors, where any third party is deemed to be an unfavourable partner by virtue of it being an actual or potential competitor of the Company or any Shareholder, the withholding of approval by any Director shall not be deemed unreasonable.

16.4 <u>Event of Default</u>

If any Shareholder (the "**Affected Shareholder**") shall have been affected by any Event of Default (as defined below), then the entire shareholding of such Affected Shareholder shall be offered or deemed to be offered for sale to the other Shareholders in accordance with Clause 16.3 at a Fair Value (as defined below). Each Shareholder is obliged to inform the other Shareholders of any impending occurrence of an Event of Default.

(a) "Event of Default", in relation to an Affected Shareholder, means any of the following events:-

(i) if the Affected Shareholder shall commit any material breach of its obligations under this Agreement and shall fail to remedy such

material breach (if capable of remedy) within ninety (90) days after being given written notice by the other Shareholders or the Company to do so; or

(ii) if the Affected Shareholder (if a corporation) shall go into liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation such that the successor entity shall continue to bound by this Agreement) or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the Affected Shareholder and such appointment is not revoked within thirty (30) days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction; or

(iii) if the Defaulting Party shall make a general assignment or any composition or arrangement with or for the benefit of its creditors.

(b) "Fair Value" shall mean the price of an Ordinary Share as determined by the Valuer which shall be the net tangible asset value of each Ordinary Share wherein the "net tangible asset value of each Ordinary Share" shall mean the total assets of the Company (less goodwill and all other intangible assets of the Company) on a fully re-valued basis at their current market value less the total liabilities of the Company (including, without limitation, the principal amount of any outstanding shareholders' loans and all interest accrued thereon) divided by the total number of issued Ordinary Shares; and

(c) "Valuer" shall mean such person as shall be appointed in writing by the Shareholders or, failing such appointment, appointed by the President of the Institute of Certified Public Accountants of Singapore (in the latter case, upon the application at any time by any Shareholder). The Valuer shall act as an expert and not as an arbitrator and shall deliver to the Shareholders a written determination of the Fair Value of each Ordinary Share within 30 days (or such other date as may be agreed by the Shareholders) from the date of his appointment. His written determination of the Fair Value of each Ordinary Share shall (in the absence of clerical or manifest error) be final and binding on the Shareholders. The costs of appointing the Valuer shall be borne by the Affected Shareholder.

17. INFORMATION RIGHTS

17.1 The Company shall maintain accurate and complete accounting records and each of the Shareholders or their authorised representative(s) shall have full access to the Company's accounting and other records at all reasonable times. The accounts of the Company shall be kept in the English language in accordance with generally accepted accounting principles in Myanmar and shall be audited annually.

17.2 The Company shall provide the Shareholders with the following:

(a) audited annual financial statements and reports within fourteen (14) business days after receipt of such audited financial statements and reports from the Auditors;

(b) unaudited quarterly financial statements and reports prepared in accordance with Myanmar generally applicable accounting standards, principles, bases, methods and policies within twenty (20) business days of the end of each fiscal quarter. Such statements shall include comparative income statements, cash flow statements, consolidated balance sheets as of the end of such quarter and comparisons to budget;

(c) unaudited financial statements and management accounts within fifteen (15) business days of the end of each month;

(d) an annual operating plan and budget within thirty (30) days preceding the beginning of each financial year; and

(e) such other information and access pertaining to the Company's business, financial and corporate affairs as are mutually agreed upon with the Shareholders from time to time.

17.3 All such information provided pursuant to Clause 17 shall be kept confidential by the recipient and shall only be used for the purpose of monitoring such recipient's investment in the Company. Such obligation shall survive termination of this Agreement for any reason and termination of the Shareholder's right to receive information under this Clause 17.

17.4 Unless otherwise provided by the Companies Act, a Shareholder shall not be entitled to receive information under this Clause 17, and such right if once available shall be terminated, if such Shareholder holds in the aggregate less than 5% of the ordinary shareholding of the Company.

18. SUPPORT BY FEPL

18.1 FEPL shall be overall responsible for the ordinary day-to-day operation and management of the Company by seconding appropriate personnel of FEPL to the Company.

18.2 FEPL shall ensure that the Company distributes as dividends to its Shareholders out of its distributable profits in amounts not less than the Minimum Dividend Payout in every financial year.

19. SUPPORT BY MS. KHIN OO LWIN

19.1 Ms. Khin Oo Lwin shall be responsible for the:-

(a) raising of capital for the Company;

(b) management of the capital required by the Company; and

(c) rendering assistance to the Company in the customisation of its products.

21. NON-COMPETITION

21.1 Save with the prior written consent of the other Shareholders and the Company, none of the Shareholders (but excluding its Permitted Transferee) shall, during the period that it or any of its Permitted Transferee is a holder of Shares, whether by itself or together with any person, whether on its own account or for any other person, in any capacity whatsoever, and for one (1) year after the cessation of the Shareholder or its Permitted Transferee holding any Share:-

(a) be engaged or interested in any business or any entity which competes (whether directly or indirectly) with the Company in the Business;

(b) solicit the customers of the Company for the purpose of offering to such customers goods or services similar to or competing with those supplied by the Company pursuant to the Business;

(c) employ, solicit or entice away or endeavour to employ, solicit or entice away any person who is employed by the Company, or, induce or seek to induce any such person to leave his employment unless agreed otherwise by the Board; and

(d) cause or permit any Affiliates or any other person directly or indirectly under its control to do any of the foregoing acts or things.

21.2 While the obligations in this Clause 21 are considered by the Parties to be reasonable in all the circumstances, if one or more should be held invalid as an unreasonable restraint of trade or for any other reason whatsoever but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of area dealt with thereby reduced in scope, the said obligations shall apply with such modifications as may be necessary to make them valid and effective.

21.3 The Parties hereby agree that any breach of this Clause 21 or of Clause 24 will cause irreparable injury to the non-defaulting Parties and that monetary damages will not provide an adequate remedy therefor. Each Party agrees that the non-defaulting Parties shall, in addition to monetary damages, be entitled to temporary or permanent injunctive relief and shall be indemnified by the defaulting Party for any fees, legal costs or other expenses which they may have incurred in the enforcement of this Clause 21 or of Clause 24.

22. NOTICE

22.1 Any notice or other communication to be given or made under this Agreement shall be given or made in writing, either by hand or post to the Shareholders and to the Company at the addresses set out below, or at such other address as that Party may have notified to the other Parties in accordance with this Clause:

(a) The Shareholders :

FUTURE ENTERPRISES PTE LTD
31 Harrison Road
#08-01 Food Empire Building
Singapore 369649
Attention: **[•]**
Name:
Designation:

MS. KHIN OO LWIN
Condo [F/7]
F.M.I CITY Hlaing Thar Yar Township
Yangon
Burma
Attention:
Name: Ms. Khin Oo Lwin
Designation: N/A

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED
[Address]
Attention:

(b) The Company :

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED
Address: No. 29, 3rd Floor, 35th Street
Kyauktada Township, Yangon,
Myanmar
Attention:
Designation:

22.2 Any such notice or other communication shall be deemed to have been duly served, given or made if:

(a) in the case of personal delivery or by courier, when left at the relevant address;

(b) in the case of a facsimile transmission, at the time of transmission Provided That a facsimile confirmation report of the transmission is received by the sender; and

(c) in the case of posting, 3 Business Days (or 7 Business Days in respect of airmail posts) after the notice or communication was delivered into the custody of the postal authorities.

23. ARTICLES AND THIS AGREEMENT

23.1 In the event of a conflict between the Articles and this Agreement, the provisions of this Agreement shall prevail and the Shareholders shall take all such steps as may be necessary and exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement, including without limitation, amending or modifying the Articles so as to remove any conflict.

23.2 In the event that any one or more of the provisions of this Agreement is/are not or cannot at any time be adequately provided for in the Articles, they shall nevertheless remain contractual commitments and obligations of the Shareholders and each of them shall take such action as may be necessary to carry out and implement the full provisions of this Agreement.

24. CONFIDENTIALITY

24.1 All information, including written information (e.g. documents, drawings, data) and information which is confidential by its nature but excluding information referred to in clause 24.3 below, supplied by one party (the "Disclosing Party") to the Company or to the other party (in either case the "Receiving Party") in connection with this Agreement (hereinafter called "**Confidential Information**") shall be deemed to be proprietary and submitted in confidence. Except as required by laws and regulations, the Receiving Party shall not disclose Confidential Information to any third party and shall restrict its disclosure to such of its personnel who have a need to know and who have been advised of and agreed in writing to the restrictions imposed pursuant to this Agreement. Such Confidential Information shall be used, duplicated and disclosed by the Receiving Party solely for the purpose indicated and for no other purpose except with the prior written agreement of the Disclosing Party.

24.2 On termination of this Agreement all Confidential Information, in writing or any other tangible form, which was supplied by a Disclosing Party to a Receiving Party and on such termination is not information referred to in clause 24.3 below, shall be turned over to the Disclosing Party by the Receiving Party and the Receiving Party shall not be entitled to keep copies thereof or to make use of such Confidential Information.

24.3 Clauses 24.1 and 24.2 shall not apply to information in the following situations:-

(a) information known to the Receiving Party (as evidenced by the written records of the Receiving Party which must prove the authenticity of such records) prior to it obtaining the same from the Disclosing Party and not otherwise subject to disclosure restrictions hereunder on the Receiving Party; or

(b) information in the public domain prior to the time of disclosure to the Receiving Party by the Disclosing Party; or

(c) information disclosed to the Receiving Party by a third party who or which has no obligation of confidentiality with respect thereto; or

(d) relating to the contracts, business affairs or financial arrangements of the Company made by any Shareholder to any third party to whom such Shareholder is bona fide contemplating a transfer of its Shares, pursuant to the provisions of this Agreement and as long as such third party is advised of the confidential nature of such information and signs the appropriate confidentiality agreement.

24.4 The Company shall take all steps which may be necessary or appropriate in order that its employees and all sub-contractors, vendors and consultants adhere to the provisions of this Clause 24 and, on the request of a Disclosing Party, give a written undertaking to that effect.

24.5 This obligation shall survive without limit in time after the termination of this Agreement except and until any confidential information enters the public domain as set out above.

25. TERM AND TERMINATION

25.1 This Agreement shall come into effect on the date and the year first written above and continue in full force and effect without limit in point of time until the earlier of the following events:-

(a) agreement by the Parties to terminate this Agreement;

(b) any transfer or series of transfers of Shares resulting in all Shares being held by one Party (whether by itself or together with one or more of its Affiliates);

(c) the Company being wound up (whether pursuant to an order of court or voluntarily by the Parties); and

(d) immediately prior to the closing of any consolidation or merger of the Company with or into any other corporation or corporations in which the holders of the Company's outstanding share capital immediately before such consolidation or merger do not, immediately after such consolidation or merger, retain issued share capital representing a majority of the voting power of the surviving corporation of such consolidation or merger.

25.2 This Agreement (other than Clauses 21 and 24 which shall continue to apply to the extent stated therein) shall cease to apply to any Shareholder if at any time as a result of a Transfer of Shares made in accordance with this Agreement and the Articles, that Shareholder holds no shares in the capital of the Company, but without prejudice to any rights which any other Party may have against that Shareholder prior

to such termination and save further that the right of any Shareholder to claim damages or any other remedies by reason of any breach of this Agreement by any other Shareholder which has accrued prior to any Shareholder so ceasing will not be affected.

25.3 Clause 24 shall survive the termination of this Agreement to the extent stated therein.

25.4 Unless specifically waived in writing, the termination of this Agreement shall not affect the accrued rights and liabilities of the Parties arising out of or in connection with this Agreement up to and including the date of termination.

26. FORCE MAJEURE

26.1 Neither Party shall be liable for any delay or default in the performance of its obligations under this Agreement caused by circumstances beyond the control and without the fault or negligence of such Party, including, but not restricted to acts of God, acts of the public enemy, perils of navigation, fire, hostilities, war (declared or undeclared), blockade, labour disturbances, strikes, riots, insurrections, civil commotion, earthquakes, accidents or anything else beyond the Party's control, and such obligations of the affected Party shall be suspended until the elimination or abatement of the circumstances which are causing the delay or default in the performance of the Party’s obligations.

27. PROVISIONS RELATING TO THIS AGREEMENT

27.1 This Agreement shall be binding upon all Parties under this Agreement and shall inure for the benefit of the estates, successors and permitted assigns of the Parties.

27.2 Unless otherwise agreed in writing by the Shareholders, none of the Parties shall be entitled to assign this Agreement or any of its rights and obligations hereunder except to a transferee of that Party’s Shares permitted by Clause 15.3.

27.3 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

27.4 Where this Agreement provides that any particular transaction or matter requires the consent, approval or agreement of any Party hereto:

(a) such consent, approval or agreement may be given subject to such terms and conditions as such Party may impose and any breach of such terms and conditions by any person subject thereto shall ipso facto be deemed to be a breach of the terms of this Agreement; and

(b) the consent, approval or agreement of the Directors nominated by such Party to that transaction or matter (either in writing or given orally at a duly

convened meeting of the Board (provided the same is accurately minuted)) shall be deemed to be the consent, approval or agreement of such Party for the purposes of this Agreement.

27.5 If the consent, approval or agreement of any Party hereto is required under more than one provision of this Agreement for any one transaction or matter then any consent, approval or agreement given in relation to that transaction or matter by such Party shall be deemed to cover all consents, approvals or agreement required for that transaction or matter unless otherwise specified by such Party.

28. GENERAL

28.1 Relationship of Parties

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or establish a relationship of principal and agent or any other relationship of a similar nature between or among any of the Parties and none of them shall have any authority to bind the others.

28.2 Entire Agreement

Each Party hereby confirms that this Agreement sets out the entire agreement and understanding between the Parties in relation to the subject matter hereby contemplated, that it supersedes all previous agreements, arrangements and understandings between them with regard to such subject matter and that it is not entering into this Agreement in reliance upon any representation or warranty not expressly set out herein.

28.3 No Waiver

Any waiver of any breach of this Agreement shall not be deemed to apply to any succeeding breach of the provision or of any other provision of this Agreement. No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder shall operate as a waiver thereof nor any single or partial exercise of any right, power or privilege by any Party preclude the further or other exercise thereof or the exercise of any other right, power or privilege which it may have.

28.4 No Modification

This Agreement shall not be amended, modified, varied or supplemented except by the express written agreement of the Shareholders at the relevant time.

28.5 Counterparts

This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together

constitute one and the same agreement. Any Party may enter into this Agreement by signing any such counterpart.

28.6 Third Party Rights

Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person who is not a party to this Agreement, and the Parties hereto do not intend that any term of this Agreement should be enforceable by any person who is not a party.

28.7 Further Assurance

Each Shareholder shall take all steps necessary on its part to give full effect to the provisions of this Agreement and to procure (so far as it is able by the exercise of voting rights or otherwise so to do) that the Company and the Directors perform and observe the provisions of this Agreement.

29. DISPUTE RESOLUTION

29.1 In the event of any dispute arising out of or in connection with or in relation to this Agreement, including any question regarding its existence, validity or termination, the Parties shall negotiate in good faith to resolve the dispute, failing which the dispute may be referred to the Singapore Mediation Centre for mediation. The Parties agree to co-operate fully with the mediator to provide such assistance as necessary and to bear equally between them the fees and expenses of the mediation. The dispute shall be referred to and resolved by arbitration in accordance with the rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference into this Clause in the event that the negotiation and mediation have failed.

29.2 If the Parties refer a dispute to arbitration, the Parties hereby agree to accept the decision of the arbitrator(s) appointed pursuant to this Clause as final and binding. The decision of such arbitrator(s) shall include a determination as how the costs of such arbitration are to be allocated between the Parties. No Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as herein provided and then only for the enforcement of such arbitration.

29.3 If the Parties have agreed to refer a dispute to arbitration, pending submission to arbitration and thereafter the delivery of the decision of the arbitrator(s), the Parties shall, as far as may be possible, continue to perform all their obligations under this Agreement, unless this Agreement has been terminated.

30. GOVERNING LAW AND JURISDICTION

30.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar.

****

SCHEDULE 1

DEED OF RATIFICATION AND ACCESSION

THIS DEED is made the [●] day of [●] by [●], a company incorporated in [●] and having its registered office at [●] (the "**New Party**").

RECITALS

(A) A joint venture agreement dated ______________ 2017 (the "**Joint Venture Agreement**") was entered into between the Shareholders and the Company for the purpose of setting forth the participation of the Parties in the joint venture and of regulating their relationship as shareholders of the Company.

(B) The New Party is a [subscriber/transferee] of shares in accordance with the terms of the Joint Venture Agreement, and is required thereunder to and has agreed to enter into this Deed to be bound by the terms and conditions of the Joint Venture Agreement.

NOW THIS DEED WITNESSES as follows:

1 Interpretation

1.1 In this Deed, all terms and references used which are defined or construed in the Joint Venture Agreement but are not defined or construed in this Deed, shall, unless the context otherwise requires, shall have the same meaning and construction in this Deed.

1.2 In this Deed, unless the context otherwise requires, words importing the masculine gender shall include the feminine and neuter genders and vice versa; words importing the singular shall include the plural and vice versa; references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Deed and references to "**USS**" or "**Dollars**" means the lawful currency of the United States; and references to a person shall be construed as references to an individual, corporation, company, firm, unincorporated body of persons or any State or any agency thereof.

1.3 Clause headings are inserted for convenience of reference only and shall be ignored in the construction or interpretation of this Deed.

2 Accession to the Joint Venture Agreement

2.1 The New Party hereby agrees with and undertakes to the Shareholders and the Company that as from the date of this Deed, the New Party shall be bound by the provisions of the Joint Venture Agreement in all respects as if the New Party were a party thereto and as if named therein a Shareholder and all references to the term

"**Shareholder**" in the Joint Venture Agreement shall be deemed to include the New Party.

2.2 The New Party hereby agrees with and undertakes to the Shareholders and the Company that as from the date of this Deed, the New Party shall duly and punctually perform and discharge all liabilities and obligations whatsoever from time to time to be performed or discharged by it under or by virtue of the Joint Venture Agreement in all respects as if the New Party were a party thereto and as if named therein as a Shareholder and all references to the term "**Shareholder**" in the Joint Venture Agreement shall be deemed to include the New Party.

3 Counterparts

This Deed may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

4 Law

4.1 This Deed shall be governed by interpreted and construed in accordance with the laws of Myanmar.

4.2 The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Myanmar in relation to any claim, dispute or differences which may arise hereunder.

IN WITNESS WHEREOF this Deed has been executed the day and year first above written.

The Common Seal of)
[•])
was hereunto affixed)
in the presence of:)

……………………………………………….
Director

……………………………………………….
Director/Secretary

SCHEDULE 2

RESERVED MATTERS

Where questions arise or resolutions are proposed at any general meeting of the Company or any meeting of the Board of Directors (as the case may be) in respect of the following matters, the affirmative vote of all the Shareholders (or their representatives or proxies) or the affirmative vote of all the Directors (as the case may be) shall be required:-

(1) any investment by the Company (or by any of its subsidiaries, if any) above USD100,000 per transaction;

(2) any sale, transfer or disposal of the whole or a substantial part of the Company's (or any of its subsidiaries, if any) undertaking, assets or property or purchase, sale, transfer, disposal, lease or license of any real property or any interest therein or the sale, assignment, transfer or other disposition of any interest in the intangible rights or goodwill of the Company such as its name, patents, trademark or licenses.;

(3) any acquisition by the Company (or by any of its subsidiaries, if any) of another entity of all or a substantial portion of the assets or shares of such entity with value in excess of USD100,000 or the entering into of a joint venture, collaboration or partnership by the Company (or by any of its subsidiaries, if any);

(4) sale, transfer or disposal by the Company (or by any of its subsidiaries, if any) of any asset or investment above USD100,000 per transaction;

(5) entry into by the Company (or any of its subsidiaries, if any) of any contract, arrangement, commitment or transaction (or a series of related contracts, arrangements, commitments or transactions) (other then contracts with customers and suppliers in the ordinary course of business), in each case, having a contract value in excess of USD100,000 or reasonably estimated to require an expenditure by the Company (or any of its subsidiaries, if any) of an amount in excess of USD100,000;

(6) any transaction between the Company (or its subsidiary, if any) and an interested person or that interested person's associate. An interested person is a director or a shareholder of the Company (or its subsidiary, if any, as the case may be) and an associate of an interested person is defined as follows:-

(a) in relation to an interested person who is an individual:-

(i) his immediate family. "Immediate family" means the person's spouse, child, adopted child, stepchild, sibling or parent;

(ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and

(iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 25% or more.

(b) in relation to an interested person which is a company, it means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 25% or more;

(7) incur any commitment or expenditure of capital nature in excess of USD100,000 in respect of any one transaction other than those already agreed to at the annual capital budget meetings;

(8) any increase, reduction, cancellation, consolidation, subdivision, conversion or grant of any option over, its authorized or issued share capital of the Company (or any of its subsidiaries, if any), or issuance or grant of any option over the unissued share capital of the Company (or any of its subsidiaries, if any), or any issuance of any new class of shares by the Company (or any of its subsidiaries, if any);

(9) reduction, cancellation, conversion, variation of the rights of or redemption of any shares;

(10) any initial public offering or public issue of shares of the Company with a view to obtaining the listing of the Company on any other stock exchange including the filing of any forms or statements for a public offering of the Company's interests;

(11) entry by the Company (or by any of its subsidiaries, if any) into any transaction of a financial nature in excess of USD100,000 (or the equivalent in any other currency) in the aggregate including incurrence of any borrowing under any existing or future banking and credit facilities and granting of any guarantee, indemnity, performance bond, lien, pledge, charge (including fixed and floating charge), mortgage or other security and the incurrence of any other form of indebtedness;

(12) lending of any moneys by the Company (or by any of its subsidiaries, if any) other than placing of deposits with banks and financial institutions;

(13) acceptance of any loan extended to the Company (or any of its subsidiaries, if any) that is convertible into equity in any of such company;

(14) merger, consolidation or amalgamation by the Company (or by any of its subsidiaries, if any) with any other company, association, partnership or legal entity;

(15) any material change in the primary business of the Company (or any of its subsidiaries, if any), or the engaging in new business by the Company (or any of its subsidiaries, if any), or to cease to carry on, reduce or downsize its business;

(16) any amendment, alteration or repeal of any of the provisions of the Memorandum and Articles of Association of the Company (or any of its subsidiaries, if any);

(17) the increase or decrease in the number of directors of the Company or any of its subsidiaries, if any;

(18) adoption of the Company's annual budget or business plan or any amendment thereof;

(19) approval of annual audited accounts of the Company and each subsidiary (if any);

(20) the declaration, recommendation, making and payment of any distribution (whether in cash or in kind) to holders of shares of the Company (or any of its subsidiaries, if any);

(21) establishment of and any change in the policy of distribution of dividends of the Company (or any of its subsidiaries, if any);

(22) any material change to the accounting policies of the Company (or any of its subsidiaries, if any);

(23) establishment or amendment of any employee, management or founders share option schemes or plans of the Company (or any of its subsidiaries, if any);

(24) setting the terms of compensation (in any form whatsoever, and including, without limitation, salary, cash, securities, warrants, options, benefits or any other type of property or rights in or to property) of the top management (as referred to in Item (25) below) of the Company or any of its subsidiaries;

(25) the appointment or removal of the chief executive officer, chief operating officer, chief financial officer, and chief technical officer (or any such similar office) of the Company or any of its subsidiaries, if any;

(26) the winding up or dissolution of the Company (or any of its subsidiaries, if any);

(27) commencement, withdrawal or settlement of any litigation, arbitration or other proceedings of the Company (or any of its subsidiaries, if any); and

(28) appointment of (and any subsequent change in) the auditors of the Company.

****

IN WITNESS WHEREOF, the parties hereto have caused their duly authorised representatives to set their hands the day and year first above written.

Signed by [●])
for and on behalf of)
FUTURE ENTERPRISES PTE LTD)
in the presence of)

Signed by **MS. KHIN OO LWIN**)
in the presence of)

On the Effective Date, the Company agrees to be bound by the terms of this Agreement.

Signed by [●])
for and on behalf of)
FE FOOD & BEVERAGES MYANMAR COMPANY)
LIMITED)
in the presence of)

Annex 3: Land Authorisation Application

Form (7- A)

Application form for Land Rights Authorization

To,

Chairman

Myanmar Investment Commission

Reference No.

Date.

Subject: **Application for Land Lease or land Rights Authorization to be invested**

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116: -

1. Particulars relating to Owner of land / building
   - (a) Name of owner/organization U Soe Myint
   - (b) Area 4.737 Acre
   - (c) Location Plot no. 109-110, Myay Taing Block no. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar
   - (d) Initial period permitted to use the land (Validity of land grant) 60 years
   - (e) Payment of long term lease as equity Yes ( ) No ( )
   - (f) Agreed by Original Lessor Yes (Yes) No ( )
   - (g) Type of Land Grant Land
2. Lessor
   - (a) Name / Company's name/ Department/ organization U Soe Myint
   - (b) National Registration Card No 12/La Tha Na (N) 015006
   - (c) Address Plot no. 109-110, Myay Taing Block no. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar
3. Lessee
   - (a) Name / Company's name /Department/ Organization FE Foods & Beverages Myanmar Company Limited
   - (b) National Registration Card No /Passport No. Company registration no. 244FC/2017-2018 (Temporary)
   - (c) Citizenship
   - (d) Address Plot no. 109, Myay Taing Block no. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar
4. Particulars of the proposed Land Lease
   - (a) Type of Investment Manufacturing, marketing & distribution of packaged foods and beverages
   - (b) Investment Location(s) Plot no. 109, Myay Taing Block no. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township,Yangon, Myanmar

(c) Location(Ward, Township,State /Region) Shwe Pyi Thar Industrial Zone 4

(d) Area of Land 2 .518 acres(10189 square meters)

(e) Size and Number of Building (s) 2489.626 square meters (0.6152 acres, 26800 sqft)

(e) Value of Building 800,000,000 Kyats (1building) **Length 48m x width 30m** **157 feet x 98 feet**

5. To enclose land ownership and Land Grant , ownership evidences (except Industrial Zone) , Land map and Land Lease Agreement(Draft)

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

- ☐ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.
- ☐ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year)

6,671.52 kyat per square meter **x** 2489.626 square meters = **16,609,589** kyat per month

Building Lease rate is 6,671.52 Kyat per square meter

8. Land Use Premium – (LUP) (If it is leased from the land belonged to Government Department / Organization ,the LUP shall be paid in cash by the lessee.)

Rate per Acre:

9. Whether it is agreed by original land lessor or land tenant not. Agreed

10. Proposed land or building use/lease period 50 years

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone) Shwe Pyi Thar Industrial Zone 4

Signature ....[signature]....

Name of Investor **Mr. Chintadi Shekhar Rao**

Designation Managing Director

Department/Company (Seal/Stamp) FE Foods & Beverages Myanmar Company Limited

ပုံစံ (၇ - က)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊

ရက်စွဲ ၊ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေ အသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း: ဦးစိုးမြင့်

(ခ) ဧရိယာအကျယ်အဝန်း: ၄ .၇၃၇ ဧက

(ဂ) တည်နေရာ မြေကွက်အမှတ်.၁၀၉-၁၁၀၊ မြေတိုင်း ရပ်ကွပ်အမှတ် ၆၅၊ စက်မှုဇုန်(၄)၊ရွှေပြည်သာမြို့ နယ်၊ရန်ကုန်၊ မြန်မာ။

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း) နှစ် ၆၀

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ သဘောတူပါသည်။

(ဆ) မြေအမျိုးအစား ဂရမ်မြေ

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း: ဦးစိုးမြင့်

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် ၁၂/လသန(နိုင်)၀၁၅၀၀၆

(ဂ) နေရပ်လိပ်စာ မြေကွက်အမှတ်.၁၀၉-၁၁၀၊ မြေတိုင်း ရပ်ကွပ်အမှတ် ၆၅၊ စက်မှုဇုန်(၄)၊ရွှေပြည်သာမြို့ နယ်၊ရန်ကုန်၊ မြန်မာ။

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း: FE Foods & Beverages Myanmar Company Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ကုမ္ပဏီမှတ်ပုံတင်နံပါတ်-244FC/2017-2018 (Temporary)

(ဂ) နိုင်ငံသား

(ဃ) နေရပ်လိပ်စာ မြေကွက်အမှတ် ၁၀၉၊ မြေတိုင်း ရပ်ကွပ်အမှတ် ၆၅၊ စက်မှုဇုန်(၄)၊ရွှေပြည်သာမြို့ နယ်၊ရန်ကုန်၊ မြန်မာ။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား အသင့်စားသောက်ကုန်နှင့်အဖျော်ယမကာများထုတ်လုပ်ခြင်း၊ရှေးကွက်မြှင့်တင်ခြင်းနှင့်ဖြန့်ဖြူးခြင်း

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)၊

မြေကွက်အမှတ် ၁၀၉၊ မြေတိုင်း ရပ်ကွက်အမှတ် ၆၅၊ စက်မှုဇုန်(၄)၊ရွှေပြည်သာမြို့ နယ်၊ရန်ကုန်၊ မြန်မာ။

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) ရွှေပြည်သာစက်မှုဇုန် (၄)

(ဃ) မြေဧရိယာအကျယ်အဝန်း ၂.၅၁၈ ဧက(၁၀၁၈၉ စတုရန်းမီတာ)

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် ၂၄၈၉.၆၂၆ စတုရန်းမီတာ (၀.၆၁၅၂ acres,၂၆၈၀၀ sqft)

(စ) အဆောက်အအုံတန်ဖိုး ၈၀၀,၀၀၀,၀၀၀ ကျပ် (အဆောက်အအုံ ၁ခု) (အလျား ၁၅၇ ပေ x အနံ ၉၈ ပေ)

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)၊မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော် ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိ သည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)

6,671.52 kyat per square meter x 2489.626 square meters =**16,609,589** kyats per month

အဆောက်အဦးငှားရမ်းခ 6,671.52 kyat per square meter

၈။ မြေအသုံးချမှုပရီမီယံကြေး(Land Use Premium - LUP) (အစိုးရဌာန/ အစိုးရအဖွဲ့ အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှငွေသားဖြင့် LUP တောင်းခံပါမည်။)

တစ်ကေနှုန်း:

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ်မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန်သဘောတူ/မတူ သဘောတူပါသည်။

၁၀။ လျှောက်ထားသည့် မြေ သို့မဟုတ် အဆောက်အအုံ ငှားရမ်း/ အသုံးပြုခွင့်သက်တမ်း နှစ်၅၀

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာ ရွှေပြည်သာစက်မှုဇုန် ၄

အတွင်းရှိမြေ ဟုတ်/မဟုတ် (ဖုန်ကိုဖော်ပြရန်)

လျှောက်ထားသူလက်မှတ် ....

အမည် Mr.Chintadi Shekhar Rao

ရာထူး Managing Director

ဌာန/ကုမ္ပဏီတံဆိပ် FE Foods & Beverages Myanmar Company Limited

Annex 4: Land Documents

Included in this annex:

(a) Draft lease agreement
(b) Land grant
(c) Land map
(d) Lessor's NRC
(e) Factory floor plan
(f) Fire safety plan (fire extinguisher map and evacuation map)

DATED THIS DAY OF 2017

BETWEEN

MR. SOE MYINT (AKA) KI SAI BIN (AKA) KAIN CHON
(Identification No: 12/La Tha Na (N)015006)

(the "Lessor")

AND

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED
(Company No: 244 FC/2017-2018 (Temporary))

(the "Lessee")

LEASE AGREEMENT
FOR
THE PROPERTY (THE BUILDING)

This Agreement is made this on ___________________.

BETWEEN

Mr. Soe Myint (aka) Ki Sai Bin (aka) Kain Chon Identification No. 12/La Tha Na (N)015006**,** residing at No. 125, Second Floor, 19th Street No.4 Ward, Latha Township, Yangon (hereinafter referred to as **"the Lessor")**

AND

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED (Company No. 244 FC/2017-2018 (Temporary)**)**, a company incorporated in accordance with the provisions of the Myanmar Companies Act, with a registered office at No (109), Bayint Naung Road, Shwe Pyi Thar Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar (hereinafter referred to as **"the Lessee")**

WHEREAS

(A) The Lessor owns the building approximately (2489.626 Square meters, 0.6152 Acres) is located on Plot no. 109, Myay Tine Block No. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar (hereinafter referred to as "**the Property**").

(B) By a **Letter of Offer from the Lessor dated [•]** to the Lessee a copy of which is annexed hereto as **Appendix A** (hereinafter referred to as **"the Letter of Offer"**) the Lessee and Lessor have agreed that the Lessor shall lease the Property to the Lessee.

(C) The Property described in Part 2 of the First Schedule and delineated in red in the [Precomputation Plan] annexed hereto and marked as the **Appendix C**.

The parties agree as follows:

1. CONSIDERATION

The Lessor hereby agrees to lease and the Lessee hereby agrees to take on the lease of the Property free from all encumbrances and with vacant possession but subject to the conditions and restrictions in interest (if any) affecting the document of title to the Property according to the Lease Consideration as set out in Part 3 of the First Schedule hereto (hereinafter referred to as **"the Lease Consideration"**).

2. PAYMENT OF THE LEASE CONSIDERATION

The Lease Consideration shall be paid at the times and in the manner as set out in accordance with the provision in Part 4 of the First Schedule.

3. THE LEASE

The Lease shall be for a period of **50 years** and shall be effective from [the date of the registration] in favor of the Lessee or from the date the Lessee takes vacant possession of the Property from the Lessor whichever occurs first.

4. MEMORANDUM OF LEASE [if applicable]

4.1 Upon issuance of the separate individual document of title to the Property, the Lessor shall execute a Memorandum of Lease of the terms and conditions as stated in the Lease Annexure annexed hereto as **Appendix B** of the Property in favour of the Lessee.

4.2 The registration of the Memorandum of Lease of the Property will be presented for registration by Messrs. [law firm name] (hereinafter referred to as **"the Lessee's Solicitors")** upon the Lessee having paid in full the Lease Consideration and observing all the terms and conditions of this Agreement.

4.3 Prior to the registration of the Memorandum of Lease, the Lessee's Solicitors shall submit the Memorandum of Lease for adjudication and the Lessee shall pay any and all stamp duties payable thereon.

4.4 Pending the registration of the Memorandum of Lease with the appropriate land authority(ies) the Lessee's Solicitors shall proceed to stamp this Agreement and forward a copy of the same to the Lessor.

5. DELIVERY OF VACANT POSESSION

Vacant possession of the Property shall be delivered by the Lessor to the Lessee within the time specified in Part 5 of the First Schedule.

6. LESSEE'S DEFAULT

6.1 In the event the Lessee fails or neglects to pay the balance of the Lease Consideration within the time stipulated in Clause 2 hereof (or any extended period as may be allowed by the Lessor to the Lessee) or be in breach and or fails to observe or perform any of the agreements, covenants, stipulations, terms and conditions on the part of the Lessee to be observed and performed and contained herein this Agreement it is hereby expressly agreed that the Lessor

shall have the absolute right by a written notice to the Lessee to terminate this Agreement if the breach was not cured by the Lessee within 30 days from the date of receiving a notification from the Lessee and thereafter this Agreement shall be null and void and neither party hereby shall have any claim against the other PROVIDED ALWAYS THAT in the event the Lessee having taken possession of the Property the same shall be handed over by the Lessee to the Lessor free from encumbrances and a sum equivalent to thirty percent (30%) of the lease Consideration shall be forfeited to the Lessor and any excess thereafter deduction of all other payments due herein shall be refunded to the Lessee within fourteen (14) days from the date of termination of this Agreement.

6.2 It is agreed that possession of the Property by the Lessee to the Lessor in accordance with Clause 6.1 above shall be on a as is where is basis prior to the execution of this Agreement and the Lessee shall not be allowed to claim for any compensation or expenditure which may have to be incurred by the Lessee in order to reasonably complete and or demolish any abandoned construction works on the Property.

7. LESSOR'S COVENANT

7.1 Upon the Lessee duly observing and performing its obligations under this Agreement, the Lessor hereby undertakes and covenants:

(a) that it has absolute powers and rights to the Property and the same shall be handed over to the Lessee free from encumbrances other interests, rights, options, caveats and orders and with vacant possession;

(b) that it will render to the Lessee all such assistance as shall be required to enable the Lessee to obtain a development order in respect of the Property and approval of all buildings and related plans and documents. The Lessor hereby undertakes to execute and do all such further deeds, assurances, acts and things as may be reasonably required by the Lessee including without limitation the supply of all relevant documents and information as may be necessary to facilitate the making of all applications and submissions whatsoever to the relevant authorities and to answer all queries relating thereto and in connection with the development of the Property.

(c) that it will allow the Lessee to possess the Property in peaceful and quiet enjoyment without interruption or disturbance by the Lessor or those lawfully claiming title under or in trust for the Lessor;

(d) that upon issuance of a separate document of title to the Property and the Lessee having paid to the Lessor the full Lease Consideration to deliver the separate document of title to the Property to the Lessor's Solicitors for the purpose of the registration of the Memorandum of Lease in favour of the Lessee.

7.2 In the event the Lessor fails to comply with the covenant mentioned above, the Lessee has the right to terminate the Lease Agreement within [●] ([●]) working days from the date in which the Lessee delivers the notification to the Lessor, the Lessor must pay the Lessee the following amounts:

(a) All of the Deposit stipulated in Part 4(1) of this Lease Agreement and an amount equivalent to the Deposit specified in Part 4(1) of this Lease Agreement; and the total rental amounts corresponding to the remaining lease term that the Lessee has paid under this Lease Agreement;

(b) All expenses/costs for investment in the Land, including but not limited, to materials, equipment, furnishing and assets installed at the Land, except for parts that can be removed and carried away. The expenses will be calculated according to documents provided by the Lessee of such expenses/costs and after deducting depreciation and audited by an independent unit. The Lessor shall pay for audit expenses

8. PAYMENT TO QUIT RENT. ASSESSMENT, ETC

All rates, charges, burdens, assessments, taxes and other outgoings including the quit rents payable in respect of the Property shall be paid by the Lessee from the date the Lessee takes delivery of vacant possession of the Property or from date the Lessor provides herein.

9. POSITION AND AREA

9.1 The position and area of the Property in relation to the other lots shown in the Precomputation Plan annexed hereto and the measurements, boundaries and area of the Property as given thereto are believed but not guaranteed to be correct.

9.2 Following the execution of this Agreement, the Lessee for the purpose of developing the Property shall at its own cost and expense appoint a firm with a licensed land surveyor to demarcate the boundary and area of the Property and extend to the Lessor a copy of the result of the survey. The Lessor hereby agrees to assist and co-operate fully with the surveyors in the performance and completion of the survey by providing all information or documents required by the surveyors.

10. ADJUSTMENT OF THE LEASE CONSIDERATION

10.1 Notwithstanding the result of the survey undertaken by the Lessee in accordance with Clause 9.2 above, the measurement, boundaries, and/or area as shown in the final document of title when issued, the lease consideration of the Property shall be calculated at the rate stipulated in Part 6 of the First Schedule.

10.2 Any payments arising from the adjustments and required to be paid by the Lessor or the Lessee, as the case may be, shall be paid within fourteen **(14)** days from the issuance of the final document of title.

11. INSPECTION OF THE PROPERTY

11.1 The Lessee admits:-

(a) that the Lessee has inspected the Property and takes on the lease of the same with full knowledge of the actual state and physical condition of the Property and agrees to lease the Property as it stands, subject to the terms of the Letter of Offer and to all conditions of title;

(b) that the Lessee shall be held to have knowledge of all notices and requirements of the Government and the local authorities for the development to be carried by the Lessee on the Property and all requirements shall be complied with by and at the expense of the Lessee.

(c) that the Lessee enters into this Agreement solely as a result of the Lessee's own inspection of the Property and on the basis of the terms of this Agreement and not in reliance upon any other representations or warranties either written or oral or implicitly made by or on behalf of the Lessor.

12. CAVEAT

No caveat shall be entered into by the Lessee or its financier on the Property.

13. TIME OF THE ESSENCE

Time in respect of all acts and payments wherever mentioned shall be of the essence of this Agreement.

14. COSTS

Solicitors' fees and expenses incidental to the preparation and completion of this Agreement including the Lessor's Solicitor's fees and all stamping and registration fees in respect of the Memorandum of Lease shall be borne and paid by the **[●]**.

15. TERMINATION

Notwithstanding any other provision of this Agreement, Each party shall be entitled to terminate this Lease Agreement at any time for any reasons, provided that such a party has provided the other party with a written notice of the termination dated at least one (1) year in advance. In this case, the Lessor shall refund the Deposit to the Lessee on the termination date as mentioned in the notice.

16. NOTICE

Any notice requests or demands required to be served by either party hereto to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served if it is given by any party hereto by registered post and addressed to the party to be served at its address herein mentioned or at its last known place of business and in such a case it shall be deemed (whether it is actually delivered or not) to have been received at the time when such registered letter would in the ordinary course of post be delivered.

17. SCHEDULE AND APPENDIX

The Schedules and Appendices shall be taken read and construed as an integral part of this Agreement.

18. INTERPRETATION

In this Agreement where the context so permits, words importing the singular number shall include the plural and vice versa.

19. BINDING EFFECT

This Agreement shall be binding upon the respective successors-in-title and permitted assignees of each of the parties hereto.

20. ASSIGNMENT

The Lessee shall not assign or part with the benefit of this Agreement without the written consent of the Lessor (such consent shall not be unreasonably withheld).

21. LAW

This Agreement shall be governed by the laws of Singapore.

22. LESSEE OBTAINING LOAN

The Lessor has no objection to the Lessee in obtaining a loan from a bank or financial institution to partially finance payment of the Lease Consideration provided that the Lessee remains obliged to make full payment of the Lease Consideration on the due date and in accordance with the provisions set out in this Lease Agreement.

23. INFRASTRUCTURES

The Lessor, at its own cost and expense, will construct or cause to be constructed the infrastructure serving the Property including constructing roads (the main road will be delivered outside the boundary of the Property), drains, main culverts and water main in accordance with the requirements of the respective authorities for the use by the Lessee on the Property and laying all necessary water, electricity and telephone trunking and cabling up to the boundary of the Property (subject to the Lessee applying for the connection of internal water, telephone and electricity to the Property by paying the requisite charges). Access to the Property from the main road including culverts shall be constructed and borne by the Lessee.

[the rest of this page is intentionally left blank]

IN WITNESS WHEREOF the parties hereto have hereunto set their seals the day and year first above written.

Signature of)
Mr. Soe Myint (aka) Ki Sai Bin (aka) Kain Chon)
Identification No. 12/La Tha Na (N)015006)
was hereunto affixed in the presence of:-)

--- ---

The Common Seal of)
FE FOODS & BEVERAGES MYANMAR)
COMPANY LIMITED
Company No. 244 FC/2017-2018 (Temporary))
Was hereunto affixed in the presence of:-)

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THE FIRST SCHEDULE

Part 1 **PARTICULARS OF LESSEE**

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED [Company No. 244 FC/2017-2018 (Temporary)] a company incorporated under the Myanmar Companies Act 1914 and having its registered address at **No. 109, Bayint Naung Road, Shwe Pyi Thar Industrial Zone 4, Yangon** and its place of business at **No. 109, Myay Tine Block No. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar**

Part 2 **PARTICULARS OF THE PROPERTY**

The building (approximately 2489.626 Square meters, 0.6152 Acres) is located on Plot no. 109, Myay Tine Block No. 65 (Industrial), Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar as delineated in red in the Pre-computation Plan annexed hereto as **Appendix C.**

Part 3 **TOTAL LEASE CONSIDERATION**

(1) The monthly rental is MMK 16,609,589 per month (Including CT & Stamp Duty) for the building.

(2) The total Lease Consideration is **MMK 199,315,068** only for 12 months (a year).

(3) **The total Lease Consideration is inclusive of 10% VAT. The Lessor will issue a VAT invoice to the Lessee in accordance with the laws.**

Part 4 **TERMS OF PAYMENT**

(1) **Ten percent (10%)** of the total Lease Consideration or **MMK19,610,749.67** to be paid within **two (2) weeks** from the date of the Letter of Offer ("**Deposit**").

(2) **Twenty percent (20%)** of the total Lease Consideration or **MMK39,865,799.21** to be paid upon the effective date of the Lease Agreement indicated in Section 3 of this Lease Agreement.

(3) **Seventy percent (70%)** of the total Lease Consideration or **MMK139,530,297.23** to be paid within **three (3) months** from the effective date of the Lease Agreement indicated in Section 3 of this Lease Agreement.

Part 5 **DELIVERY OF VACANT POSSESSION**

(1) Upon payment of [thirty percent (30%)] of the Lease Consideration by the Lessee to the Lessor, the Lessor shall grant a licence to the Lessee to enter and occupy the Property to commence preliminary work on the Property, Provided that the Lessee shall have first obtained all necessary approvals from the relevant authority(ies).

(2) Vacant possession shall be delivered upon notice to be given by the Lessor to the Lessee not later than seven (7) business days from the date of full payment.

Part 6 **ADJUSTMENT OF THE LEASE CONSIDERATION**

At the rate of **6,671.52 Kyats** per square meter for the building **(approximately 2489.626 Square meters, 0.6152 Acres).**

APPENDIX A

[The Letter of Offer]

The terms and conditions contained in the Lessor's Letter of Offer as set out herein shall be read and construed as an integral part of this Lease Agreement. In the event of any inconsistency(ies) between the terms and conditions contained in the Letter of Offer and those herein provided the provisions herein contained shall prevail.

[the rest of this page is intentionally left blank]

APPENDIX B

[The Lease Annexure]

LEASE ANNEXURE

The above-named, **FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED** (244 FC/2017-2018 (Temporary))**,** a company incorporated under the Myanmar Companies Act, 1914 and having its registered address at at No (109), Bayint Naung Road, Shwe Pyi Thar Industrial Zone 4, Shwe Pyi Thar Township, Yangon, Myanmar and its place of business at **Plot No. 109, Block No. 65, Shwe Pyi Thar Industrial Zone (4), Shwe Pyi Thar Township, Yangon** (hereinafter called "the Lessee") and shall include its successors and permitted assigns hereby accepts a lease of the land which is described in particularity in the Schedule to this Annexure (hereinafter referred to as "the *Property*") upon the terms and conditions herein contained and agrees, covenants and undertakes with the above-named **Mr. Soe Myint (aka) Ki Sai Bin (aka) Kain Chon [Identification No. ●]** residing at **No. 125, Second Floor, 19th Street No.4 Ward, Latha Township, Yangon** (hereinafter referred to as "the Lessor") and shall include its assigns and successors to the intent that the obligations may continue throughout the term of this Lease as follows:

1.1 to pay all charges for telephone, water and electricity consumed on the Property during the term of this Lease;

1.2 to bear, pay and discharge all quits rents, rates, taxes, charges, burdens, assessments, outgoings, duties and impositions whatsoever which now are or during the term of this Lease shall be charged assessed or imposed upon the Property or any part thereof by the local or other authority(ies);

1.3 to permit the Lessor and its servants or agents with or without workmen and others at all reasonable times during working hours to enter upon the Property to view and inspect the state and condition thereof after providing notice in advance of at least 24 hours to the Lessee;

1.4 not to use the Property or any part or parts thereof for any immoral purposes;

1.5 not to assign, sublet or part with or share possession or occupation, sublease and/or charge the whole or part of the Property for all or any part of the term of this Lease without the prior consent in writing of the Lessor which consent shall not be unreasonably withheld;

1.6 to ensure that in the case of an assignment or subletting, the proposed assignee or subtenant has, before taking possession of the Property, entered into a covenant with the Lessor to perform and observe the Lessee's covenants contained in this Lease for the remaining term of this Lease;

1.7 at all times during the term of this Lease to comply in all respects with the statutory provisions and requirements and all regulations or orders made thereunder as to the permitted uses hereunder or otherwise;

1.8 to maintain at all times during the term of this Lease the building, structures if any, drains, sewers and fences on the Property in good order and tenantable repair (wear and tear are accepted);

1.9 not to remove any electric fittings or any permanent fixtures except what could be removed

without detriment or injury to the Property and the Lessee shall also be bound to convey to the Lessor at the expiration of the term of this Lease, all rights relating to any electric connection, water connection or any other convenience or other rights attached to the possession or occupation of the Property PROVIDED THAT the Lessee shall be liable for the payment of all charges incurred thereto prior to the date of expiry or the termination of the Lease as herein provided;

1.10 to notify the Lessor of any notices served by any competent authority(ies) and with all due diligence comply with the terms of such notices as are effective and applicable to the Lessee and to indemnify the Lessor from and against all actions, costs, claims demands and liabilities in respect thereof;

1.11 to insure and keep insured the Property and the building erected thereon during the term of the lease against damage caused by fire and other causes and to apply any and all proceeds received from any and all insurance to restore the Property and the building erected thereon to its original state and condition in case of damage by fire or such other causes;

1.12 to hold harmless and indemnify the Lessor from and against all proceedings, claims, damages, expenses and costs on account of any act or omission by the Lessee, its agents or servants of any breach of any covenants herein, except for the ones caused by the Lessors;

1.13 to use the Property and the building erected thereon or any part thereof for the purpose as provided herein PROVIDED that for any other use a written approval shall be obtained from the Lessor which approval shall not be unreasonably withheld;

1.14 to submit plans for the perusal and approval of the Lessor for the erection of any structure for the purpose of Clause 1.13 above which approval shall not be unreasonably withheld;

1.15 if the Lessor gives or leaves notice in writing at the address of the Lessee herein stated to effect any repair to the state and condition of the Property and the building erected thereon in respect whereto the Lessee is required by the Lessor the Lessee shall within one (1) month after such notice comply with the same accordingly;

1.16 if the Lessee shall neglect to do such repairs within the time aforesaid and the Lessor has to complete such repairs, the Lessee shall pay to the Lessor all expenses reasonably incurred thereby and in default of such payment the same shall be recoverable by the Lessor as liquidated damages;

1.17 at all times during the term of the Lease to occupy the Property for the purpose of the Lessee's business and not to abandon the same.

2. The Lessor hereby agrees and covenants with the Lessee that in consideration of the Lessee paying the Lease Consideration hereby reserved (the sum of **[BURMESE KYAT ●] ($●) only** already paid by the Lessee to the Lessor) and other charges and the stipulations contained herein the Lessor will allow the Lessee to hold in peace and quiet enjoyment the Property without interruption or disturbance by the Lessor or those lawfully claiming title under or in trust for the Lessor or other covenants of the Lessor in this Lease Agreement.

3. PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:-

3.1 If any covenant(s) on the Lessee's part herein contained shall not be performed or observed or the Lessee (being a company) shall have a winding up order made against it or shall enter into compulsory or voluntary liquidation otherwise than for the purposes of reconstruction or amalgamation or (not being a company) shall have a receiving order made against him or call a meeting of his creditors or be adjudicated bankrupt or if any distress or execution shall be levied on the Property then in such case the Lessor shall be entitled to give written notice to the

Lessee to remedy or cure such breach or non-observance within a reasonable time. If the Lessee refuses or neglects to remedy or cure such breach or non-observance then it shall be lawful for the Lessor at any time thereafter to re-enter upon the Property or any part or parts thereof in the name of the whole and thereupon this Lease shall absolutely cease and determine but without prejudice to the right of action of either party hereto for any antecedent breach of the covenants contained herein For the purpose of Clause 3.1 above the Lessee hereby irrevocably nominate, constitute and appoint the Lessor to be the Attorney of the Lessee to execute a surrender of the Lease and do all things necessary to obtain registration of the same upon lawful termination of the Lease either due to default or otherwise.

3.2 Within one (1) month or such period to be mutually agreed in writing by the Lessor and Lessee, after the end or early termination of this Lease, the Lessee whether or not is in possession of the Property shall be entitled to remove without any compensation to the Lessor, any furniture, trade fixtures and fittings installed by the Lessee on the Property;

3.3 Any indulgence given by the Lessor shall not constitute a waiver or prejudice of the Lessor's rights herein contained.

3.4 The Lessee hereby agree that upon registration of the Lease the Lessor shall have custody of the issued document of title to the Property and the Lessee shall have in its custody the duplicate lease;

3.5 It is hereby agreed that the Lease Agreement made between the Lessor and the Lessee in respect to the Property and this Annexure shall be read and constructed together and in the event of any inconsistency between the provisions herein contained and the provisions contained the Lease Agreement the provisions herein contained shall prevail;

3.6 Any notice required to be given by either party hereto to the other may be delivered or sent by registered post to such other party at its address above written and any notice so delivered or sent shall be deemed to have been delivered and received at the time when in the ordinary course of post it would have been delivered;

3.7 In this Lease where the context so permits, words importing the masculine gender shall be deemed and taken to include the feminine and neuter genders and the singular to include plural and vice versa unless the same is inconsistent with the context;

3.8 The Special Conditions and the Other Conditions as set out in the "Schedule A" hereto are taken, read and construed as an integral part of this Lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their seals on the day and year first above written.

Signature of)
Mr. Soe Myint (aka) Ki Sai Bin (aka) Kain Chon)
Identification No. 12/La Tha Na (N)015006)
Was hereunto affixed in the presence of:-)

--- ---

The Common Seal of)
FE FOODS & BEVERAGES MYANMAR)
COMPANY LIMITED
[244 FC/2017-2018 (Temporary)])
Was hereunto affixed in the presence of:-)

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SCHEDULE A

SPECIAL CONDITIONS

(to be read and construed as an integral part of the Annexure)

EXPRESS CONDITIONS

1. The Property shall be used for **heavy industry** and as a site for [●] and for any other related purposes constructed in accordance to the plans approved by the relevant Local Authority(ies).

2. All policies and regulations as stipulated and imposed from time to time by the relevant Local Authority(ies) must be adhered to.

RESTRICTION-IN-INTEREST

1. The Lessee is not permitted to transfer, rent or sub-lease the Property without the written consent of the Lessor and State Authority(ies).

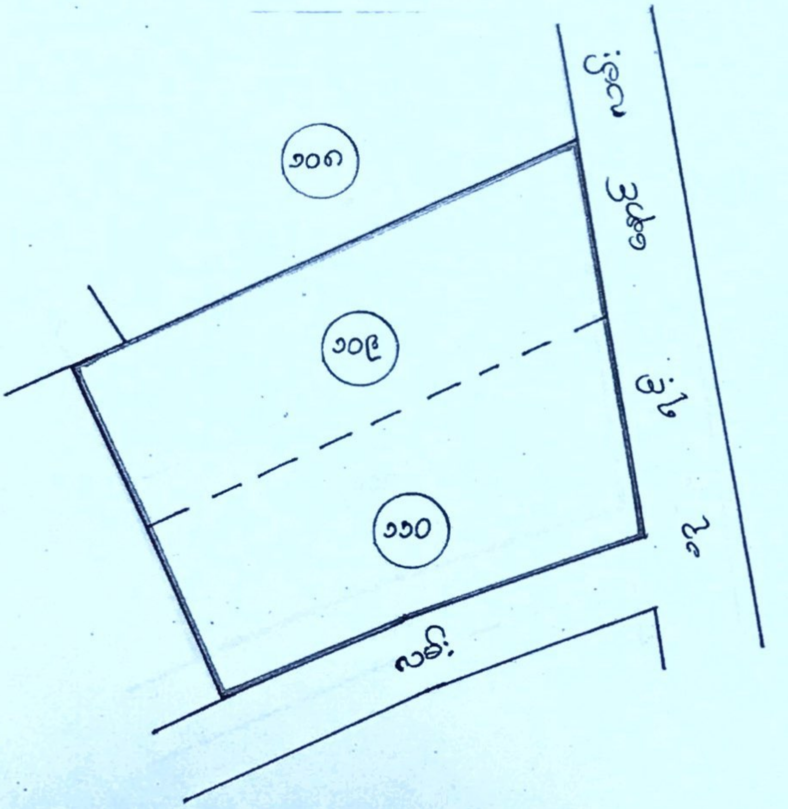
OTHER CONDITIONS

1. The Lessee shall pay all payments assessed, charged or imposed on the Property or part thereof to the Lessor by any relevant Authorities during the term that the Property is being alienated or upon vacant possession whichever to occur earlier.

2. The Lessee shall obtain the approval and or any other licenses, permits or approvals from the relevant Authorities. The Lessor is required to assist the Lessee to obtain such approval or any other licenses, permits or approval from the relevant Authorities including without limitation the supply of all relevant documents and information.

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ



၂၀၁၂/၂၀၁၃ ၂၀၀ / ခုနှစ်သုံးမြေပုံမှရေးကူးပေးသည့် မှန်ကန်ကြောင်း သက်သေခံသည့် မိတ္တူမြေပုံ
အမည်ပေါက် ဦးစိုးမြင့်(၁)ကိုခင်ဝင်း (၁) ကိုနိုင်းချွန်
မြေတိုင်းရပ်ကွက်အမှတ် ၆၅
လူနေရပ်ကွက်အမှတ် -
မြေကွက်အမှတ် ၁၀၉ + ၁၁၀
မြေအမျိုးအစား နှစ် (၆၀) ဂရန်
ဧရိယာ ၄.၇၃၇ ဧက
မြို့နယ် ရွာပြည်သာ
စကေး ၁" = ၂၀၀'-၀"
လျှောက်ထားသည့်အကြောင်းအရာ
၆.၃.၂၀၁၃ မြေတိုင်း (၂) မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန
၆/၃/၂၀၁၃ မြေတိုင်း (၁) မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန
ဌာနမှူး မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန

၅၀/၄/၂၀၁၃

ဌာနမှူး (ကိုယ်စား)

မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန

မှတ်ချက်။ ကို permit တင်ရန်
ပြုလုပ်ပါသည်။
၃၀/၄/၁၃
(ဌာနမှူး)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ရုံးခွန်တံဆိပ်ခေါင်း
၅၀၀ကျပ် K 500

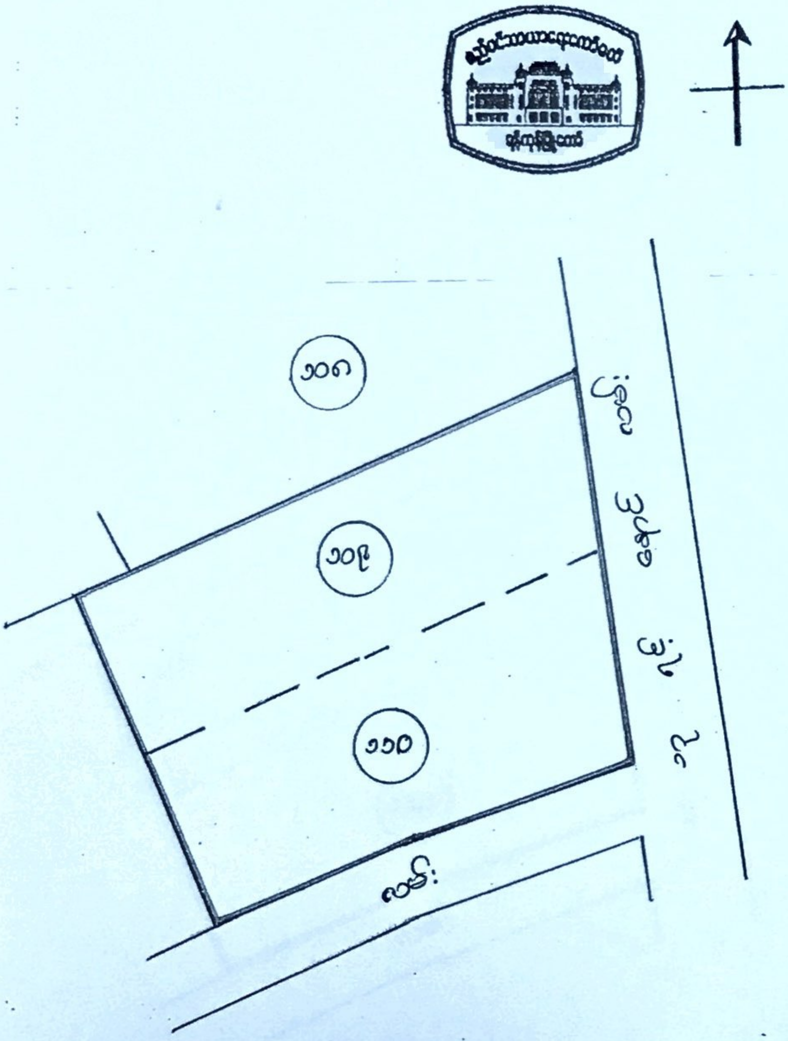
တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။

(မြို့ပြ/မြေယာဌာန)

၃၀.၄.၁၃

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ



၂၀၁၂/၂၀၁၃ ၂၀၀ / ခုနှစ်သုံးမြေပုံမှရေးကူး ပေးသည့် မှန်ကန်ကြောင်း သက်သေခံသည့် မိတ္တူမြေပုံ	
အမည်ပေါက်	ဦးဆိုးမြင့်(ခ)ကိုဆိုင်းဘင် (ခ)ကိုနီးချွန်
မြေတိုင်းရပ်ကွက်အမှတ်	၆၃
လူနေရပ်ကွက်အမှတ်	–
မြေကွက်အမှတ်	၁၀၉+၁၁၀
မြေအမျိုးအစား	နှစ်(၆၀)ဂရန်
ဧရိယာ	၀.၇၃၇ ဧက အဝိုင်းအကောက်မပါပါ
မြို့နယ်	[illegible]
စကေး	၁" = ၂၀၀'-၀"
အထောက်အထားအကြောင်းရှိ လျှောက်ထားသည့်အကြောင်းအရာ	
၆.၃.၂၀၁၃ မြေတိုင်း(၂) မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန	
၆/၃/၂၀၁၃ မြေတိုင်း(၁) မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန	
ဌာနမှူး မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန	

၂၈/၄/၂၀၁၃

ဌာနမှူး(ကိုယ်စား)

မြို့ပြစီမံကိန်းနှင့်မြေစီမံခန့်ခွဲမှုဌာန

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ရုံးခွန်တံဆိပ်ခေါင်း
၅၀၀ကျပ် K 500

တိကျမှန်ကန်ကြောင်း ထောက်ခံပါသည်။

(မြို့ပြ/မြေယာဌာန)

၃၀.၄.၁၃





မြေငှားစာချုပ်

10 APR 2007

မူရင်း

၂၀၀၇ ခုနှစ်၊ (မြေငှား) အမှတ်တွဲ အမှတ် ၇၂၁၁ စက်မှု (ခုံ-၄) ၆၇/၂၀၀၇ အရ၊ ထုတ်ပေးသည်။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန (နောင်တွင် "အငှားချထားသူ"ဟု ရည်ညွှန်းသည်။ "အငှားချထားသူ" ဆိုသည့်စကားရပ်တွင် မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် အဆိုပါဌာနကို ဆက်ခံသူများ၊ အဆိုပါဌာနက လွှဲအပ်သူများလည်း ပါဝင်သည်။)

စက်မှုဇုန် ...

နှင့် ကိုကို မြို့နေ၊ ဦး ကိုပိန်ရှို ၏၊ သား/သမီး ဖြစ်သော ဦး စိုးမြင့်(ခ)ကိုဘိုဘင်(ခ) ကိုကိုဘွန် အမျိုးသားမှတ်ပုံတင်အမှတ် ၁၂/လသန(နိုင်)၀၁၅၀၀၆ (နောက်တွင် "အငှား စာချုပ်ရသူ" ဟု ရည်ညွှန်းသည်။) တို့၊ ၁၃၆၈ ခုနှစ်၊ တန်ခူး လဆန်း/လပြည့်ကျော် ၈ ရက်နေ့၊ ခရစ် ၂၀၀၇ ခုနှစ်၊ (ဧပြီ လ ၂၀ ရက်) တွင် အောက်ပါအတိုင်း မြေငှားစာချုပ်-ချုပ်ဆိုကြသည်။

အငှား စာချုပ်သူက-နောက်တွင် သတ်မှတ်ထားသည့် မြေငှားခကို ပေးဆောင်ရန် သဘောတူသောကြောင့် လည်းကောင်း၊ နောက်တွင်ပါရှိသော ပဋိညာဉ်ခံချက်များကို ပြုသောကြောင့်လည်းကောင်း၊ အောက်ပါဇယား၌ ဖော်ပြထားသော မြေကွက်အားလုံးကိုထိုမြေကွက်နှင့် သက်ဆိုင်သော ပိုင်ဆိုင်ခွင့်များ၊ ဝင်-ထွက် သွားလာနိုင်ခွင့် စသော သက်သာခွင့်များနှင့် အခြားအခွင့်အရေးများနှင့်တကွအငှားချထားသူက အငှားစာချုပ်ရသူအား၊ ဤစာချုပ်ဖြင့် အငှားချထားသည်။ အဆိုပါမြေကွက်အတွင်း မြေပေါ်မြေအောက်ရှိ သတ္တုတွင်းများ၊ တတ်သတ္တုပစ္စည်းများ၊ မြေမြှုပ်ဘဏ္ဍာများ၊ ကျောက်မီးသွေး၊ ရေနံနှင့် ကွာရီ (Quarries) စသည်တို့သည်ဤစာချုပ်ဖြင့် အငှားချထားခြင်း၌ မပါဝင်ချေ။ ထိုသို့ ရှာဖွေတူးဖော်ရယူ၊ သယ်ဆောင်ရာ၌ အဆိုပါမြေကွက်၏ မျက်နှာပြင်ကိုနောက်ယှက်ပျက်စီးစေခဲ့လျှင်၊ အငှားစာချုပ်ရသူအားသင့်တော်သော လျော်ကြေးကို အငှားချထားသူက ပေးရမည်။ ထိုလျော်ကြေးနှင့် စပ်လျဉ်း၍ အငြင်းပွားခဲ့သော် လျော်ကြေးကို တည်ဆဲမြေသိမ်း အက်ဥပဒေ၏ သို့တည်းမဟုတ် စည်းမျဉ်းဥပဒေများ၏ ပြဋ္ဌာန်းချက်နှင့်အညီပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်က ဆုံးဖြတ်ရမည်။

စက်မှုဇုန်များ ... ညွှန်ကြား ... ၉၃ ကို လိုက်နာရမည်။

ထို့ကြောင့် ဤစာချုပ်-ချုပ်ဆိုသည့် ၂၀.၄.၂၀၀၇ နေ့မှစ၍ နှစ်ပေါင်း ခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွက် လက်ရှိထားနိုင်ရန် အငှားစာချုပ်ရသူအား အဆိုပါမြေကွက်ကို အငှားချထားသည်။

နှစ်ပေါင်း ခြောက်ဆယ် မြေငှားစာချုပ် ကာလအပိုင်းအခြားတွင် ၂၀၆၇ ခုနှစ် ဧပြီ လ ၈ ရက်နေ့၌၊ ကုန်ဆုံးသည့် ပထမ တစ်ဆယ့်ငါးနှစ်အတွင်းတွင် ကျပ် ၅၁၆၈ ပြား - (ကျပ်ငါးထောင်တစ်ရာခြောက်ဆယ့်ရှစ်) တိတိကို ဇန်နဝါရီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ်အတွက် ဇန်နဝါရီလ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဧပြီလ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဧပြီ ၁-ရက်နေ့တွင် လည်းကောင်း၊ ဇူလိုင်လ ၁-ရက်နေ့မှ စသည့် သုံးလပတ် အတွက် ဇူလိုင်လ ၁-ရက်နေ့တွင် လည်းကောင်း၊ အောက်တိုဘာလ ၁-ရက်နေ့မှစသည့် သုံးလပတ်အတွက် အောက်တိုဘာလ ၁-ရက်နေ့တွင်လည်းကောင်း ကြိုတင်ပေးဆောင်ရမည်။ အဆိုပါ နှစ်ခြောက်ဆယ်ကာလ အပိုင်းအခြား၏ ဒုတိယတဆယ့်ငါးနှစ်နှင့်တတိယတစ်ဆယ့်ငါးနှစ်၊ စတုတ္ထတစ်ဆယ့်ငါးနှစ်အတွက် အပိုဒ်၃-တွင်ပြဋ္ဌာန်းထားသည့် နည်းလမ်းအတိုင်း အငှားချထားသူအားသတ်မှတ်သည့် မြေငှားခများကိုအငှားစာချုပ်ရသူက ပေးဆောင် ရမည်။

၁။ အငှားစာချုပ်ရသူသည် အငှားချထားသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်

(က) အထက်၌ မြေငှားခကိုပေးဆောင်ရန် သတ်မှတ်ထားသည့် နေ့ရက်များတွင် သတ်မှတ်ထားသည့် နည်းလမ်းအတိုင်း အဆိုပါမြေငှားခနှင့် အဆိုပါမြေကွက်ပေါ်၌လည်းကောင်း၊ ထိုမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသော အဆောက်အအုံပေါ်၌သော်လည်းကောင်း၊ အငှားစာချုပ်ရသူအပေါ်၌လည်းကောင်း အဆိုပါ နှစ်ခြောက်ဆယ့် ကာလအပိုင်းအခြားအတွင်း စည်းကြပ်ဆဲ စည်းကြပ်လတ္တံ့ ဖြစ်သော အခွန်အတုတ်အားလုံးကို ပေးဆောင်ရန်။

(ခ) ဤစာချုပ်ချုပ်ဆိုသည့်နေ့မှ ၆-လအတွင်း စတင်ဆောက်လုပ်၍ နှစ်နှစ်အတွင်း အဆိုပါမြေကွက်ပေါ်၌ ကောင်းမွန်ခိုင်ခံ့သော လူနေအိမ်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေများနှင့် အညီ၊ ပြီးစီးအောင်ဆောက်လုပ်ရန်နှင့် ထိုလူနေအိမ်စသည့်တို့ကို အဆိုပါနှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြားအတွင်း ပြုပြင်မွမ်းမံထားရှိရန်။

(ဂ) အဆိုပါမြေကွက်တည်ရှိသော ရပ်ကွက်၌သက်ဆိုင်ရာဒေသန္တရအာဏာပိုင်များက မိလ္လာပိုက်နှင့်ရေပိုက်များ ချထားလျှင်၊ ဒေသန္တရအာဏာပိုင်နှင့် သက်ဆိုင်သည့်တရားဥပဒေနှင့်အညီ အဆိုပါမြေကွက်ပေါ်၌ ဆောက်လုပ်ထားသော အဆောက်အအုံများကို ထိုမိလ္လာပိုက်၊ ရေပိုက်များနှင့် ဆက်သွယ်ရန်။

(ဃ) သက်ဆိုင်သော ဒေသန္တရအာဏာပိုင်က ခွင့်ပြုသော အဆောင်ခွဲနှင့် အလုပ်သမားတန်းလျားများမှအပ အဆိုပါမြေကွက်ပေါ်၌ အဆောက်အအုံတစ်ခုထက်ပို၍ မဆောက်လုပ်ရန်။

(င) အငှားချထားသူ၏ စာဖြင့် သဘောတူညီချက်ကို ကြိုတင်မရရှိဘဲ၊ နှစ်ပေါင်းခြောက်ဆယ်ကာလအပိုင်းအခြားအတွင်းအဆိုပါ မြေကွက်ကို လူနေအိမ်ဆောက်လုပ်ရန်အတွက် မှတစ်ပါး၊ အခြားကိစ္စအတွက် အသုံးမပြုရန်နှင့် အဆိုပါ မြေကွက်ပေါ်တွင် ဆောက်လုပ်သည့် လူနေအိမ်ကို လူနေအိမ်အဖြစ်မှ တစ်ပါး အခြားနည်း အသုံးမပြုရန်။

(စ) အငှားချထားသူ၏ စာဖြင့် ကြိုတင်သဘောတူညီချက်မရရှိဘဲ၊ စာချုပ်ပါမြေကို ခွဲခြမ်းခြင်းမပြုရသည့်ပြင် ၎င်းမြေတစ်စိတ်တစ်ဒေသကိုလည်း လွှဲပြောင်းခြင်း၊ တစ်ဆင့်ငှားရမ်းခြင်း၊ လက်လွှတ်ခြင်းများမပြုလုပ်ရ။

(ဆ) ဤစာချုပ်နှင့်စပ်လျဉ်း၍ မည်သည့်ကိစ္စအတွက်မဆို၊ အဆိုပါမြေကွက်သို့ဖြစ်စေ၊ အဆိုပါမြေကွက်ပေါ်တွင် ဆောက်လုပ်ထားသောအဆောက်အအုံသို့ဖြစ်စေ၊နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြားတွင်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေး ဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၏ အမိန့်အရ ဆောင်ရွက်သူများအား နေ့ခင်းသင့်တော်သည့် အချိန်များတွင် ဝင်ရောက်ခွင့်ပြုရန်။

(ဇ) ဤစာချုပ်အရ အငှားချထားသည့် နှစ်ပေါင်းခြောက်ဆယ်ကာလ အပိုင်းအခြား ကုန်ဆုံးသောအခါ အဆိုပါမြေကွက်တည်ရှိသည့် အဆောက်အအုံ၊ ထိုအဆောက်အအုံနှင့် အမြဲတွဲကပ်ထားသော ပစ္စည်းမပါဝင်စေဘဲ၊အဆိုပါမြေကွက်ကို အငှားချထားသူအား အေးဆေးစွာပြန် လည်ပေးအပ်ရန်။ သို့ရာတွင် အငှားချထားသူက အပိုဒ် ၂-အရ အဆိုပါမြေကွက်ကို ပြန်လည်သိမ်းယူပြီး စာချုပ်ကိုရပ်စဲလျှင် အဆိုပါမြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင်တည်ရှိသည့် အဆောက်အအုံ ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသောပစ္စည်းများကို အငှားစာချုပ်ရသူက အငှားချထားသူအား အေးဆေးစွာ ပြန်လည်ပေးအပ်ရန်။

အပိုပဋိညာဉ်ခံချက်များ

ဖော်ပြပါ မြေငှားခနှုန်းသည် ယာယီမျှသာဖြစ်၍ ၂၀၀၇ ခုနှစ် အတွင်းတွင် ဖြစ်စေ ထိုနောက် အချိန်ကာလတွင် ပြန်လည်ပြင်ဆင်သင့်က ပြင်ဆင်စည်းကြပ်ရန် ဖြစ်သည်။

၂။ အဆိုပါ မြေငှားခကို တောင်းဆိုသည်ဖြစ်စေ၊ မတောင်းဆိုသည်ဖြစ်စေ၊ ကြိုတင်ပေးဆောင်ရမည့် သုံးလပတ်အတွက် မြေငှားခကို သို့တည်းမဟုတ် ၎င်း၏ အစိတ်အပိုင်းကို ထိုသုံးလပတ်၏ ဒုတိယလ ဦးပိုင်းတွင် မပေးဆောင်သဖြင့် မြေငှားခ မပြေကျန်ရှိလျှင် သို့တည်းမဟုတ် အငှားစာချုပ်ရသူသည် အထက်တွင် ဖော်ပြပါရှိသည့် ပဋိညာဉ်ခံချက်များ အတိုင်း လိုက်နာဆောင်ရွက် ရန် ပျက်ကွက်လျှင် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့်အိုးအိမ် ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ညွှန်ကြားရေးမှူးချုပ်သည် အဆိုပါ မြေငှားခကို ရယူရန် ချက်ချင်း အမှုဖွင့်နိုင်သည်။ ထို့ပြင် သို့တည်းမဟုတ် ယခင်က ပဋိညာဉ်ခံ ချက် ပျက်ကွက်ခြင်းအတွက် အရေးယူပိုင်ခွင့်ကိုဖြစ်စေ၊အဆိုပါမြေကွက်ပြန်လည်သိမ်းယူနိုင်ခွင့်ကိုဖြစ်စေ စွန့်လွှတ်ခဲ့စေကာမူ ဤစာ ချုပ်ကို ပယ်ဖျက်၍အဆိုပါ မြေကွက်နှင့် ထိုမြေကွက်ပေါ်တွင် တည်ရှိသော အဆောက်အအုံများ၊ ထိုဆောက်အအုံများနှင့် အမြဲတွယ် ကပ်ထားသော ပစ္စည်းများကို သိမ်းယူနိုင်သည်။

(ဇ) ဤစာချုပ် [illegible] ဆိုပါမြေဝေါ်ရှိ
စက်ရုံ [illegible] အကြောင်း၊ အဖြစ်အရ
လည်း [illegible] နှင့် ပါတ်ဝန်းကျင်
သိန်းကမ်းမှု [illegible] မြေကွက်နှင့်ဆိုမြေကွက်
စေါ်တွင် တည်ရှိသော [illegible]

၃။ အငှားချထားသူသည် အငှားစာချုပ်ရသူအား အောက်ပါအတိုင်း ပဋိညာဉ်ခံချက် ပြုလုပ်သည်။

ညွှန်ကြားရေးမှူးချုပ်

(က) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကို ပယ်ဖျက်ကြောင်း နို့တစ်စာကို အငှားချထားသူက မိမိ သင့်လျော်သည်ဟု ထင်မြင်သည့်နည်းလမ်းအတိုင်း အငှားဂရန် ရသူ၏ နောက်ဆုံး သိရှိရသော လိပ်စာတပ်ပြီး ရေစစ္စတြီပြုလုပ်၍ စာပို့တိုက်မှ ပေးပို့နိုင်သည်။ သို့တည်းမဟုတ် ဆိုခဲ့သည့်အတိုင်း လိပ်စာတပ်၍ နို့တစ်စာကို အဆိုပါမြေကွက်၊ အဆောက်အအုံ စသည့် ပစ္စည်းများ၏ ထင်ရှား၍ လူအများမြင်သာသောနေရာတွင် ကပ်ထားနိုင်သည်။ အဆိုပါ နို့တစ်စာကိုပြဆိုသည့်နည်းလမ်းအတိုင်းပို့ခြင်း၊ ကပ်ထားခြင်း ပြုလုပ်ပြီးနောက် ရက်ပေါင်း ခြောက်ဆယ်အတွင်း အငှားစာချုပ် ရသူက အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်အား မပြေကျန်ရှိနေသေးသော မြေငှားခကို ဤစာချုပ်ပယ်ဖျက်ခြင်း သို့တည်းမဟုတ် အဆိုပါမြေကွက် ပြန်လည်သိမ်းယူခြင်း၊ သို့တည်းမဟုတ် အဆိုပါမြေကွက်ကို ပြန်လည် အငှားချထားခြင်းနှင့် စပ်လျဉ်း၍ အငှားချထားသူက ကုန်ကျသောစရိတ် အားလုံးနှင့်တကွ အဆိုပါ ညွှန်ကြားရေးမှူးချုပ်သို့ ပေးဆောင်လျှင်သော်လည်းကောင်း၊ အခြားပဋိညာဉ်ခံချက် တစ်ခုခုနှင့် စပ်လျဉ်း၍ ပျက်ကွက်သည့်အတွက် နစ်နာမှုကို ပပျောက် စေရန် အဆိုပါ ညွှန်ကြားရေးမှူးချုပ် ကျေနပ်လောက်အောင် ဆောင်ရွက်လျှင် လည်းကောင်း အငှားချထားသူက ဤစာချုပ်ပါ ပဋိညာဉ်ခံချက်များအတိုင်း နှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား၏ ကျန်ရှိနေသေးသော ကာလအဖို့ အဆိုပါမြေကွက်နှင့် ပြန်လည်သိမ်းယူသည့်အချိန်တွင် ထိုမြေကွက်ပေါ်၌တည်ရှိနေသော အဆောက်အအုံထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို လက်ရှိ ထားနိုင်စေခြင်းငှာ အငှားစာချုပ်ရသူအား ပြန်လည်ပေးအပ်ရန်။ သို့ရာတွင် မီးကြောင့်သော်လည်းကောင်း၊ အခြား အကြောင်းတစ်ခုခုကြောင့်သော်လည်းကောင်း ပျက်စီးရသည့် အဆောက်အအုံ သို့တည်းမဟုတ် ထိုအဆောက်အအုံနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို ပြန်လည်ပေးအပ်ရန် အငှားချထားသူ၌ တာဝန်မရှိသည့်အပြင် ယင်းသို့ ပြန်လည်သိမ်းယူ သည့်အခါက ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ အမှုထမ်းများသို့တည်းမဟုတ် ကိုယ်စားလှယ်များ၏ ဖျက်လိုဖျက်ဆီးပြုလုပ်မှုကြောင့် ဆုံးရှုံးပျက်စီးခြင်းအတွက်မှတစ်ပါး အဆိုပါမြေကွက် ပေါ်တွင် ဖြစ်စေ၊ အထဲတွင်ဖြစ်စေ တည်ရှိသော အဆောက်အအုံနှင့် အခြားပစ္စည်းများ၏ တန်ဖိုးယုတ်လျော့ခြင်း၊ ပြုပြင်မှုကင်းမဲ့ခြင်း၊ သို့တည်းမဟုတ် ပျက်ဆီးယိုယွင်းခြင်းအတွက်ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊မြို့ရွာနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၌ တာဝန်မရှိစေရန်။

(ခ) အပိုဒ် ၂-အရ၊ ဤစာချုပ်ကိုပယ်ဖျက်ပြီး မဟုတ်လျှင်လည်းကောင်း၊ အငှားစာချုပ်ရသူကနှစ်ပေါင်းခြောက်ဆယ် ကာလအပိုင်းအခြား ကုန်ဆုံးသည့်အထိ အဆိုပါမြေငှားခကိုပြေလည်အောင် ပေးဆောင်၍ ဤစာချုပ်ပါမိမိပြုလုပ်သည့် ပဋိညာဉ်ခံချက်များအတိုင်း လိုက်နာဆောင်ရွက်လျှင်လည်းကောင်း အငှားစာချုပ်ရသူသည် အဆိုပါမြေကွက်ပေါ်တွင် တည်ဆောက်တွယ်ကပ်ထားသောအဆောက်အအုံများ၊ ထိုအဆောက်အအုံများနှင့် အမြဲတွယ်ကပ်ထားသော ပစ္စည်းများကို အဆိုပါကာလအပိုင်းအခြားမကုန် မီခြောက်လအတွင်း ဖျက်သိမ်းသယ်ယူ ခန့်ခွဲနိုင်သည်။ သို့ရာတွင် ထိုသို့ သယ်ယူခြင်းကြောင့် အဆိုပါမြေကွက်ပျက်စီးယိုယွင်းခဲ့ လျှင် ဆိုမြေကွက်ကိုမူလအခြေအနေအတိုင်းရှိအောင် ပြုပြင်ပေးရန်။

(ဂ) (၂၀၂၂) ခုနှစ်၊ ဧပြီ လ၊ (၉)ရက်နေ့မှစ၍ ပထမတဆယ့်ငါးနှစ် ကုန်ဆုံးသည့် အခါ ဒုတိယတဆယ့်ငါးနှစ်အတွက် ရန်ကုန်စည်ပင်သာယာရေး မြေနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ ဒုတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ တတိယတဆယ့်ငါးနှစ်အတွက် အဆိုပါ နည်းဥပဒေ ၂၄-အရ စည်းကြပ်သော သုံးလပတ်မြေငှားခကိုလည်းကောင်း၊ တတိယတဆယ့်ငါးနှစ်ကုန်ဆုံးသည့်အခါ စတုတ္ထတဆယ့် ငါးနှစ်အတွက် အဆိုပါနည်းဥပဒေ ၂၄-အရ စည်းကြပ်သောသုံးလပတ်မြေငှားခကိုလည်းကောင်း အငှားစာချုပ်ရသူက အငှားချထားသူအား ပေးဆောင်ရန်။ အကယ်၍ ဆက်ပါနည်းလမ်းအတိုင်း မြေငှားခကိုပြန်လည်စည်းကြပ်ခြင်းမပြုလျှင် အငှားစာချုပ်ရသူသည် ဤအပိုဒ်ခွဲတွင်ပြဌာန်းထား သည့်နည်းလမ်းအတိုင်း မြေငှားခကိုပြောင်းလဲခြင်းမပြုမီ သတ်မှတ်ထားသည့် စည်းကြပ်ဆဲသုံးလပတ်မြေငှားခကို ဆက်လက်ပေး ဆောင်ရန်။

(ဃ) ဤစာချုပ်ပါအခြားပြဋ္ဌာန်းချက်များတွင် ဆန့်ကျင်လျက်မည်သို့ပင်ပါရှိစေကာမူ ဤစာချုပ် ချုပ်ဆိုသည့်နေ့မှစ၍ ထမနှစ်ပေါင်းသုံးဆယ်အတွင်းသတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောမြေငှားခကို ပြေလည်အောင် ပေး ဆောင်ခဲ့သောကြောင့် လည်းကောင်း၊ ပြုလုပ်ထားသည့်ပဋိညာဉ်ခံချက်များကို မပျက်မကွက်လိုက်နာဆောင်ရွက်ခဲ့သောကြောင့် လည်းကောင်း သတ်မှတ်ထားသော သို့တည်းမဟုတ် ပြန်လည်စည်းကြပ်သောသုံးလပတ် မြေငှားခဖြင့်နောက်ထပ် နှစ်ပေါင်း သုံးဆယ်အတွက် ဆက်လက်၍ အဆိုပါမြေကွက်ကို ငှားရမ်း မြေငှားစာချုပ် အသစ် ချုပ်ဆိုရန် သဘောတူကြောင်း အဆိုပါ ပထမ နှစ်ပေါင်းသုံးဆယ်မပြည့်မီ အနည်းဆုံးခြောက်လကြိုတင်၍ အငှားရသူက အငှားချထားသူအား စာဖြင့် အကြောင်းကြား မည်။ အကြောင်းကြားစာနှင့်အတူ ပထမမြေငှားစာချုပ်ကိုပေးအပ်လျှင် ထိုအကြောင်းကြားစာရရှိသည့်နေ့မှ ခြောက်လ အတွင်းနောင် နှစ်ပေါင်းသုံးဆယ်အတွက် ပထမမြေငှားစာချုပ်ပါ ပဋိညာဉ်ခံချက်များနှင့်ဖြစ်နိုင်သမျှ တူညီသည့် ပဋိညာဉ် ခံချက်များပါရှိသည့် မြေငှားစာချုပ် အသစ်ကို အငှားစာချုပ်ရသူ၏ စရိတ်ဖြင့် အငှားချထားသူကထုတ်ပေးရန်။ အကယ်၍ မြေငှားခကို သတ်မှတ်ခြင်းမရှိသေးလျှင် ပထမမြေငှားစာချုပ်အရ နောက်ဆုံးပေးဆောင်ခဲ့ရသော သုံးလပတ်မြေငှားခကို အငှားစာချုပ်ရသူကပေးဆောင်ရန်။

ဤစာချုပ်ပါစကားရပ်များကို သိရှိနားလည်ကြပြီးဖြစ်သဖြင့် ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့် ညွှန်ကြားရေးမှူးတို့ရှေ့တွင် ဦးစီးဌာနတံဆိပ်ကိုခပ်နှိပ်၍ အဆိုပါညွှန်ကြားရေးမှူးချုပ်နှင့်အဆိုပါ ဦးစိုးမြင့်(၁)ကိုဆိုင်ဘင်(၁)ကိုနိုး ညွှန်းသည် ဤစာချုပ်ကိုအထက်၌ဖော်ပြခဲ့သည့်နေ့တွင် လက်မှတ် ရေးထိုးကြကြောင်း။

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ၊ ဆောက်လုပ်ရေးဝန်ကြီးဌာန မြို့ပြနှင့်အိုးအိမ်ဖွံ့ဖြိုးရေး ဦးစီးဌာန

မြို့-

တံဆိပ်ကို ညွှန်ကြားရေးမှူးချုပ် ဦးအောင်ဝင်း တံဆိပ် ______ ညွှန်ကြားရေးမှူးချုပ်

ဒုတိယညွှန်ကြားရေးမှူးချုပ် ဦးကျင်မောင် ______ ဒုတိယညွှန်ကြားရေးမှူးချုပ်

နှင့် ညွှန်ကြားရေးမှူး ဦးကျော်လင်းနိုင် တို့
ရှေ့မှောက်၌ ခပ်နှိပ်၍ အဆိုပါ
ညွှန်ကြားရေးမှူးချုပ်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်နှင့်
ညွှန်ကြားရေးမှူးတို့လက်မှတ် ရေးထိုးသည်။

______ ညွှန်ကြားရေးမှူး

အသိသက်သေ။

ဒုတိယညွှန်ကြားရေးမှူး (မြေနှင့်အခွန်) ဦးကျော်ဝင်း

အငှားစာချုပ်ရသူ ဦးစိုးမြင့်(၁)ကိုဘိုင်ဘင်(၁)ကိုနိုး ညွှန်း က
လက်မှတ်ရေးထိုးသည်။

______ အငှားစာချုပ်ရသူ

အသိသက်သေ။

၁။ [illegible]

၂။ ______

အထက်တွင် ရည်ညွှန်းထားသည့် ဇယား

ခွင့်ပြုပြီး မြေပုံဖြစ်သော လူနေရပ်ကွက်အမှတ် ဆက်မှုဇုန်(၁)ပိုင်း(၄)
မြေတိုင်းရပ်ကွက်အမှတ် ၆၅.စက်မှု
ရန်ကုန်မြို့ ရွှေပြည်သာ မြို့နယ်။
အတွင်းရှိ ______ တန်းစား၊ မြေကွက်အမှတ် ၁၀၉၊ ၁၁၀
ဖြစ်သည်။ ပူးတွဲပါ မြေပုံ၌ မင်နီဖြင့် ပြထားသော အလျား ၂၃၁+၁၉၆ ပေ၊ အနံ ၄၆၇ ပေခန့်ရှိသော အလား အလာ
အရှေ့လားသော် ဘုရင့်နောင်လမ်း ၁၉၉+၁၉၀ ၁၇၃
အနောက်လားသော် မြေကွက်အမှတ်- ၁၆ A
တောင်လားသော် လမ်း
မြောက်လားသော် မြေကွက်အမှတ် - ၁၀၈
အတွင်းရှိ မြေအားလုံး ဧရိယာ ၄.၇၃၇ ဧက၊ (စတုရန်းပေ ၂၀၆၃၄၃)

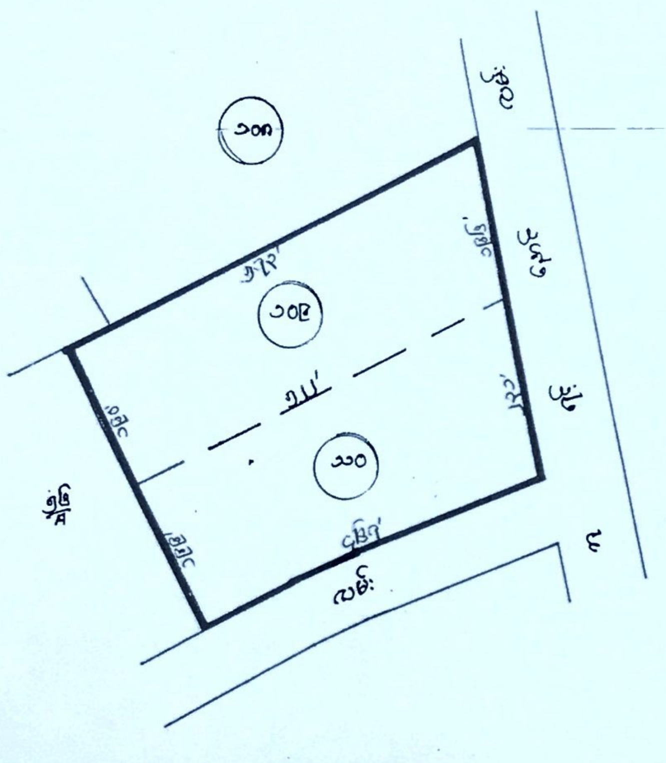
မူရင်း

ရန် ကုန် မြို့ တော်

အိုး အိမ် ပုံ စံ
အက်စ် - ၂၂

မြောက်ဥက္ကလာ ---------- မြို့နယ်၊ လူနေရပ်ကွက် စက်မှုဇုန်အပိုင်း (၄) ----
ရပ်ကွက်အမှတ် - ၆၅ (စက်မှု) - မှ မြေကွက်အမှတ် ၁၀၉၊ ၁၁၀ - ၏မြေပုံ

၁ လက်မလျှင် ၂၀၀ ပေစကေး



ရှည် ညွှန်း ချက်

[redacted] ---------- ဧရိယာ　　စတုရန်းပေ ---------- ၂၀၆၁၃၄၃ ----------
　　　　　　　　　　　　　　　　ဧက ---------- ၄.၇၃၃ ----------

မြေတိုင်း(၄)　　မြေတိုင်း(၃)　　မြေတိုင်း(၂)

ဒုတိယ
ဦးစိုးဘရာရှိ
မြေတိုင်းဌာနခွဲဦးစီးဌာနမှူး
မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်---

သွေးအုပ်စု---

ထင်ရှားသည့်

အမှတ် အသား---

အမှတ်---

ရက်စွဲ---

အမည်---

ဖခင်၏အမည်---

မွေးသက္ကရာဇ်---

လူမျိုး---

ကိုးကွယ်သည့်ဘာသာ---

ထုတ်ပေးသူ၏လက်မှတ်

အမည်---

ရာထူး---



သက်သေခံကတ်ပြားအမှတ် –

လက်ဝဲ လက်မပုံစံ

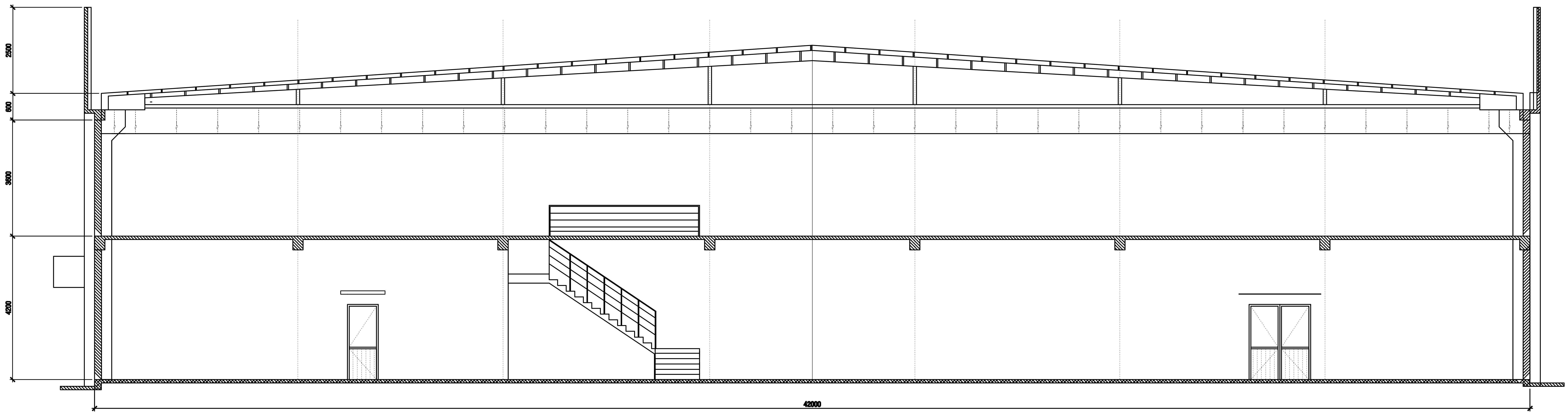
အလုပ်အကိုင် –

နေရပ်လိပ်စာ –

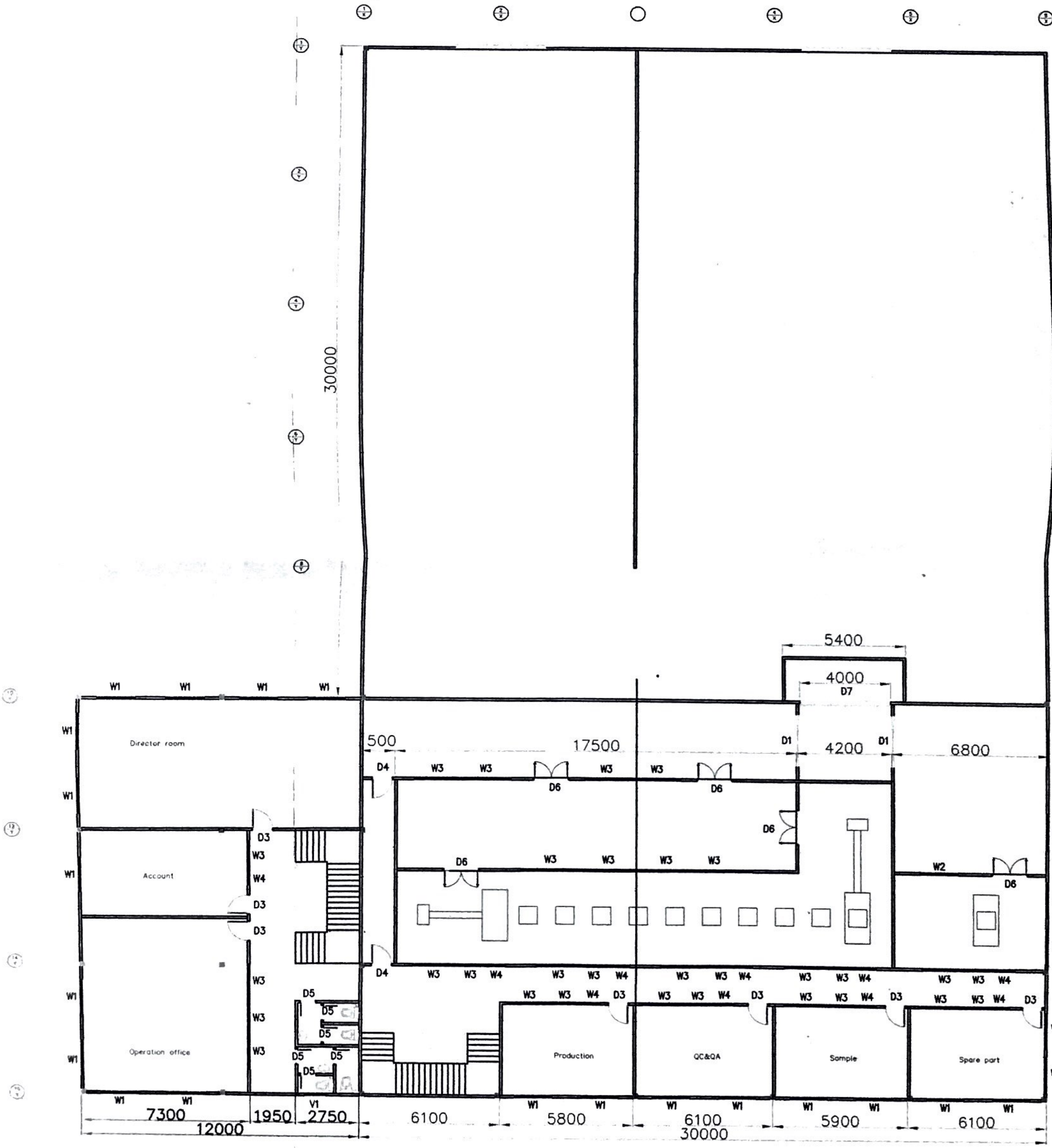
ထိုးမြဲလက်မှတ် –

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

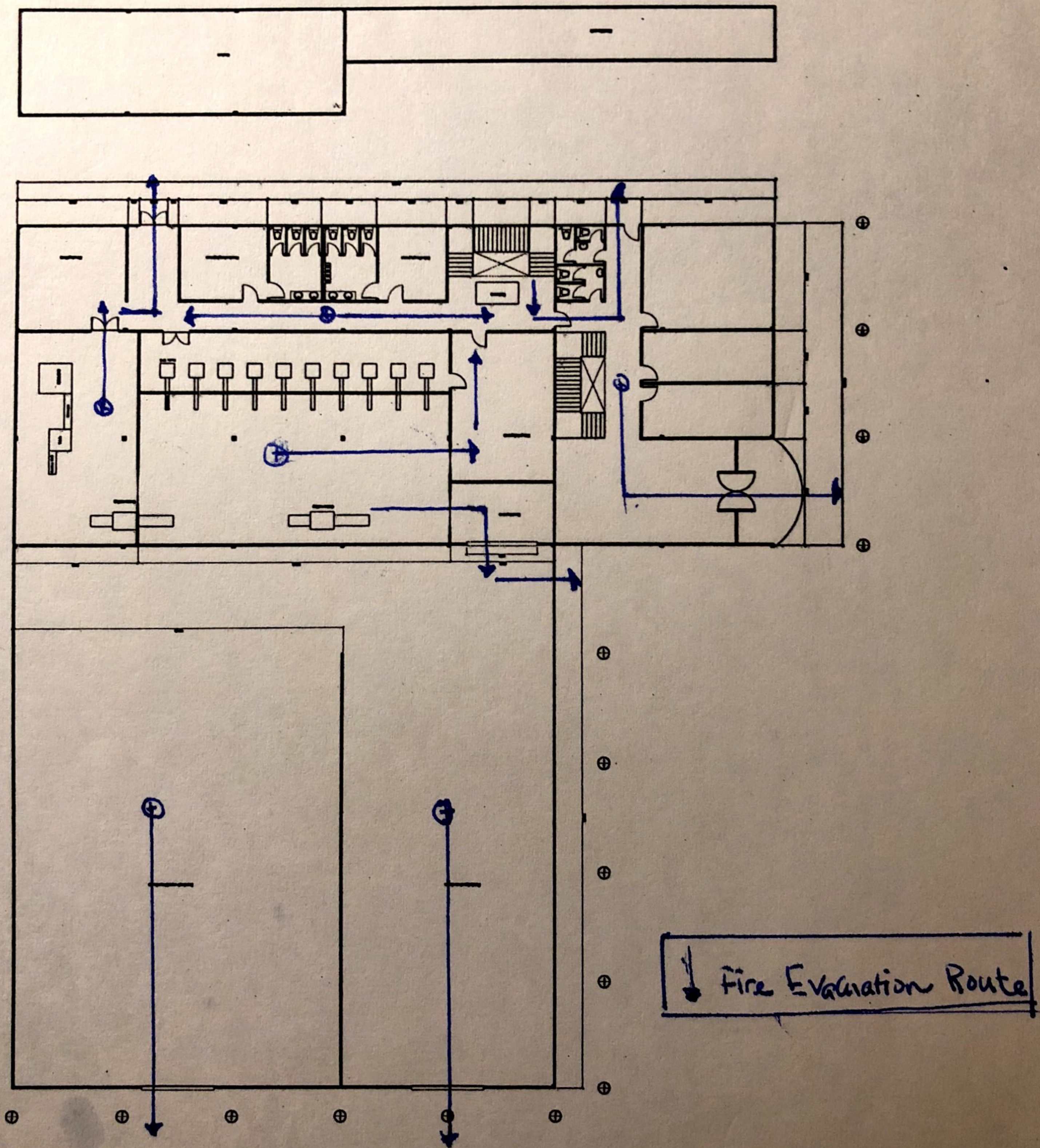
(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ ရဲစခန်း၊ မြို့နယ် လူဝင်မှု ကြီးကြပ်ရေးနှင့် ပြည်သူ့ အင်အား ဦးစီး ဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။


2500
600
3600
4200
42000

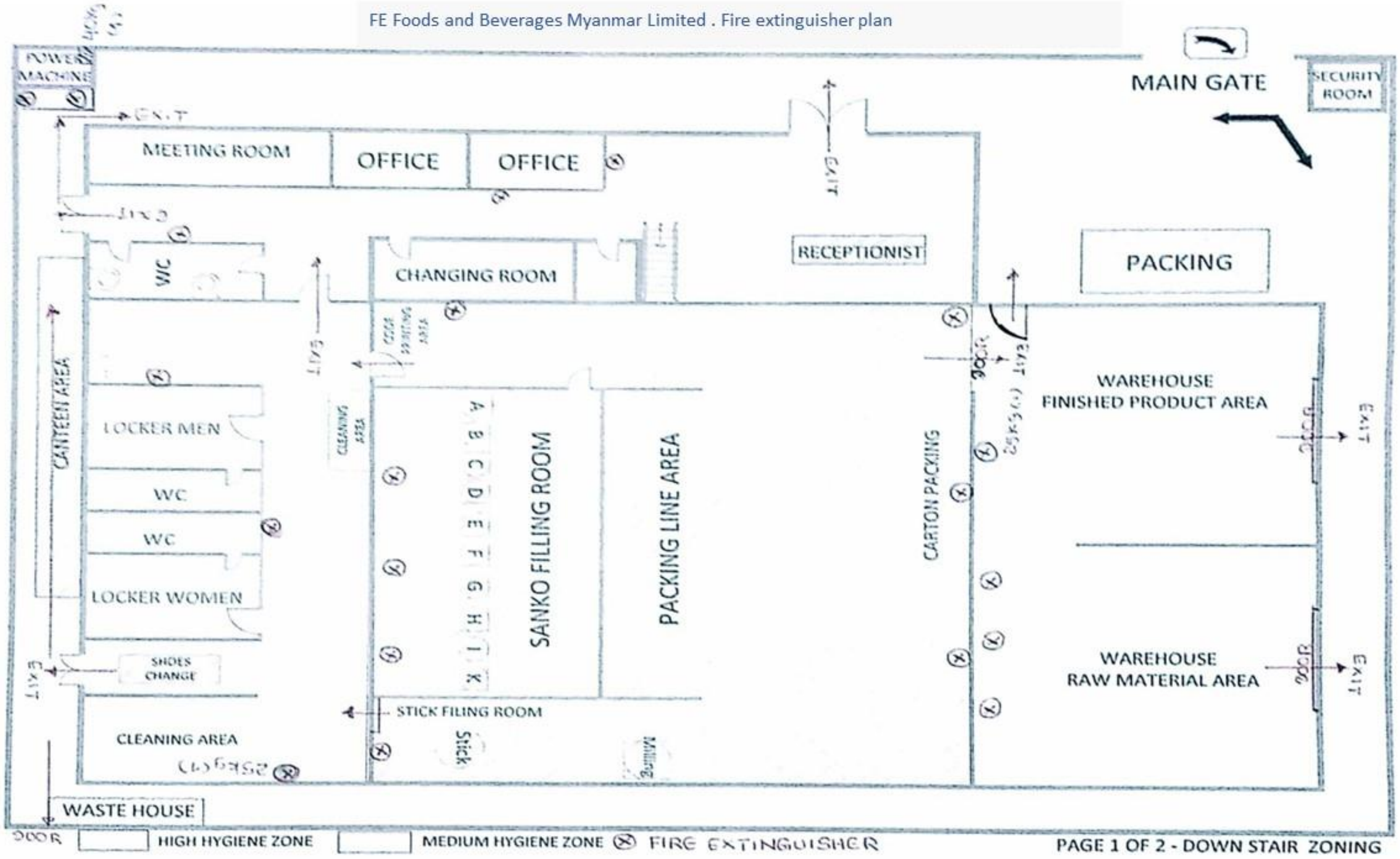
FIRST FLOOR

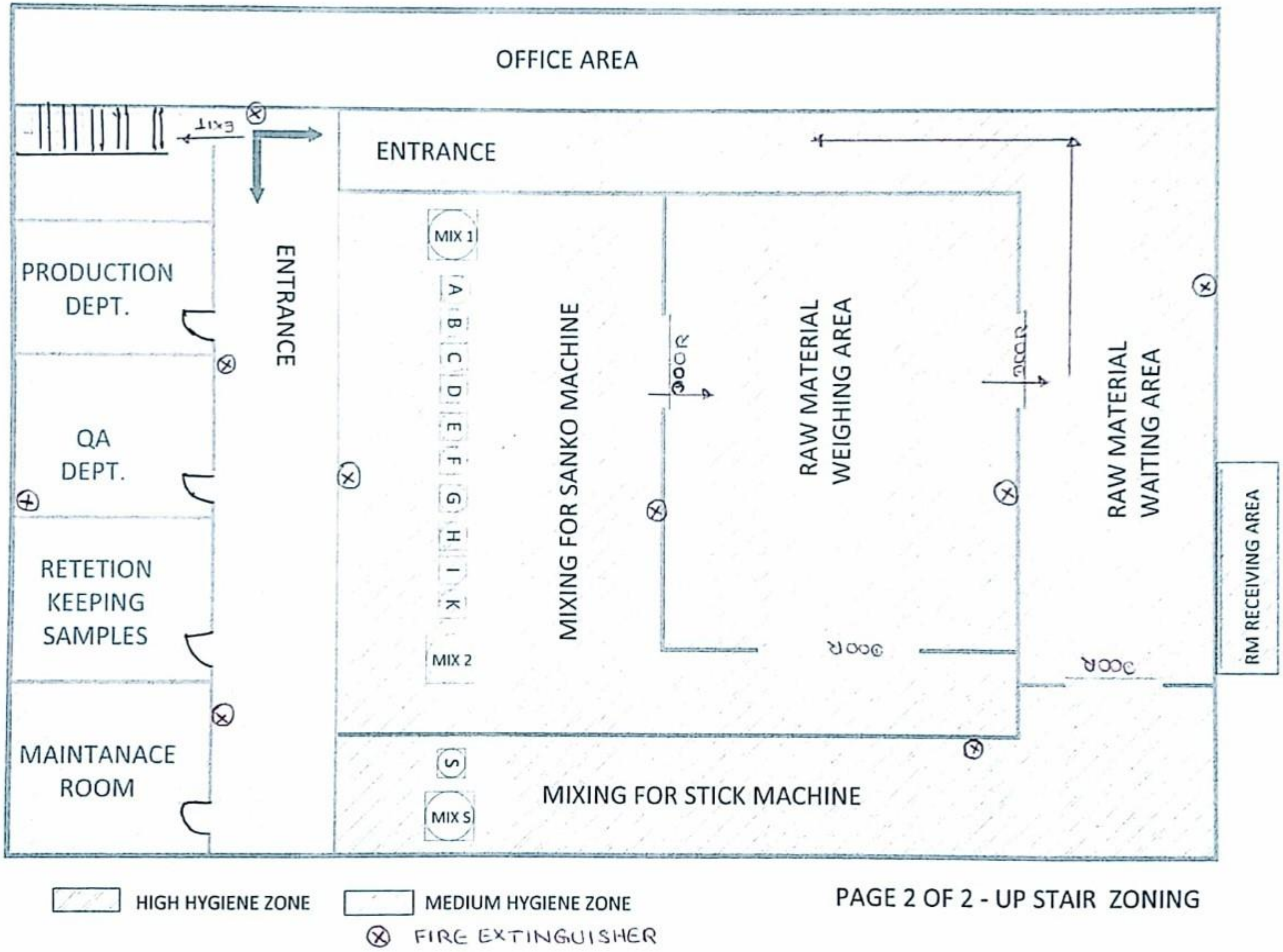


30000
5400
4000
D7
D1
D1
500
17500
4200
6800
Director room
Account
Operation office
Production
QC&QA
Sample
Spare part
D3
D4
D5
D6
W1
W2
W3
W4
V1
7300
1950
2750
12000
6100
5800
6100
5900
6100
30000


Fire Evaluation Route

FE Foods and Beverages Myanmar Limited . Fire extinguisher plan





PAGE 2 OF 2 - UP STAIR ZONING

Annex 5: Corporate Documents

Included in this annex:

(a) Copy of the memorandum and articles of association
(b) Registration certificate
(c) Form 1 (Permit to Trade)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

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သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

အပ်(ဖ်) အီး ဖုဒ်စ် အန် ဘယ်ဗရစ် မြန်မာ ကုမ္ပဏီလီမိတက်

(၁)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

၏

သင်းဖွဲ့မှတ်တမ်း

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၁။ ကုမ္ပဏီ၏ အမည်သည် **အဖ်(စ်) အီး ဖူစ့် အန် ဘယ်ဗရစ် မြန်မာ ကုမ္ပဏီလီမိတက်** ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါ အတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ် မတည်ငွေရင်းသည် ယူအက်စ်ဒီ ၅၀၀၀၀၀ (အမေရိကန်ဒေါ်လာ ငါးသိန်း တိတိ)ဖြစ်၍ ယူအက်စ်ဒီ ၁ (အမေရိကန် တစ်ဒေါ်လာ တိတိ)တန် အစုရှယ်ရာပေါင်း (၅၀၀၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေ ပြဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၆။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

- **အသင့်စားသောက်ကုန် နှင့် အဖျော်ယမကာများ ထုပ်လုပ်ခြင်း၊ ဈေးကွက်မြင့်တင်ခြင်း နှင့် ဖြန့်ဖြူးခြင်း**

၇။ ကုမ္ပဏီမှ သင့်တော်လျှောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု သမ္မတနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြား လုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ၊ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီ သင့်တော်ခြင်း သို့မဟုတ် ခွင့်ပြုထားခြင်း ရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက် ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ် နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန် လိုလားသည့်လျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင် ရယူကြရန် သဘောတူပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	**Future Enterprises Pte Ltd** 13 Harrison Road #08-01 Food Empire Building Singapore 369649 Represented by: Mr. Chintadi Shekhar Rao A-2/3,Nagarkot Flats, Kadma Jamshedpur 831 005 India	Incorporated in Singapore Registration No: 3912/82 – Z	80,000	
2	**Khin Oo Lwin** #08-42. Block 572. Pasir ris street 53 Singapore 510572 Myanmar Adress: Condo F/7,FMI City, Hlaing Thar Yar Township Yangon,Myanmar	NRC No: 12/Sa Kha Na (N) 056991	20,000	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ 15 JUN 2017 လ၊ ရက်

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဒေါ်မေသူလှိုင်
တရားလွှတ်တော်ရှေ့နေ (စဉ်-၉၁၅၅/၁၃)
LL.B, D.B.L, D.I.L
Hp: 09 - 73063909

(၄)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန်ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

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သင်းဖွဲ့စည်းမျဉ်းများ

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၁။ ဤသင်းဖွဲ့စည်းမျဉ်း နှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေနောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍အောက်ပါသတ်မှတ်ချက်များသည်အကျိုးသက်ရောက် စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာ ကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ရာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက် ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ, တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မတည်ငွေရင်းသည် ယူအက်စ်ဒီ ၅၀၀၀၀၀ (အမေရိကန်ဒေါ်လာ ငါးသိန်း တိတိ)ဖြစ်၍ ယူအက်စ်ဒီ ၁ (အမေရိကန် တစ်ဒေါ်လာ တိတိ)တန် အစုရှယ်ရာပေါင်း (၅၀၀၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေ အထွေထွေ ပြဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ရာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်များကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲ ရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်သည့် အခြား ပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်ဆီးခြင်းဖြစ်ပါက အဖိုးအားဖြင့်အသစ်ပြုလုပ်ပေးမှုကိုသော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံအထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင် တစ်ဦး၏ တရားဝင် ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များကငင်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသည့် ငွေများကိုအခါ အားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန်တာဝန် ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက် အရစ်ကျပေးသွင်းပေးခြင်း သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်း တို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက် သည် (၂)ဦး ထက်မနည်း (၁၅)ဦးထက် မများစေရ။

(၁) **Mr. Neogh Kok Eng**

(၂) **Mr. Chintadi Shekhar Rao**

(၃) **Mr. Rajneesh Goel** တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်းနေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ် သော အာဏာများအားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သောအရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာအနည်းဆုံး (-----)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည်မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ ဒါရိုက်တာအဖွဲ့သည် အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့်အကြောင်းပြချက်မျှ မပေးဘဲ ၎င်းတို့ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်းတွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။ သို့သော် အစုရှယ်ယာ များကိုကြွေးမြီအာမခံ သဘောဖြင့်ထားရှိပြီး၊ ငွေချေးငှားသူမှ အကြွေးများကို ရယူရန် အလို့ငှာ ထိုအစုရှယ်ယာ များကို လွှဲပြောင်းခြင်းတွင် ငြင်းဆိုနိုင်ခြင်း မရှိရ။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေး အထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာ ဦးရေ သတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦး တက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့် ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်းနေဂျင်း ဒါရိုက်တာ၏ အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေ အတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့် ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့် ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့် တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁တွင် ပေးအပ်ထား သော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ-

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော တန်ဖိုးနှင့် စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီက ရယူရန် အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခြေအနေများကို မဆို ဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီက ပိုင်ဆိုင်ခွင့် ရှိသော မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သော စည်းကမ်းချက် များ သတ်မှတ်၍ ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သော စည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကို ချေးငှားရန် သို့မဟုတ် အဆိုပါ ချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(စ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများ အပါ အဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီအခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့် လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်း ရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍သော်လည်းကောင်း၊ အပေါင်ပြု၍သော် လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများတောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကို အမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက် ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများ အတွက်လည်းကောင်း၊အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများ ကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ၊ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထိုအပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ် အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေး အတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်းဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများ အားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသော စည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့် ဖြစ်သောမည်သည့်ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့် ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ်အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆိုပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆိုဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့် ပက်သတ်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေးခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက်အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ဆုံးဖြတ်ချက်အတိုင်းလိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ ပေးရန်ရှိသောငွေကြေးများ အတွက်ပြေစာများ ပြုလုပ်ပေးခြင်း၊လျှော်ပစ်ခြင်းနှင့်အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကိုပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံခြင်း၊ကြွေးမြီမဆပ်နိုင်ခြင်းကိစ္စရပ်များနှင့်ပက်သတ်၍ ကုမ္ပဏီ၏ ကိုယ်စားဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဂန်ခံကတိစာချုပ်များ ထပ်ဆင့်လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက်စာချုပ်များနှင့် စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ်ရေးထိုးခွင့် ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျှောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးထားရန်နှင့် စီမံခန့်ထားရန်။ ထိုအပြင်အချိန်ကာလအားလျော်စွာမြှုပ်နှံထားသော ငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေးစိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင် သဘောတူညီချက်များနှင့် ဥပဒေပြဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီက ခန့်အပ်ထားသော မည်သည့်အရာရှိ သို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့ သည့် လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေအမြတ်အစွန်းမှ ခွဲဝေပေးခြင်းများ ပြုလုပ်ရန်နှင့်အဆိုပါ ကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်းများ ဆောင်ရွက်ရန်။

(၁၇) ဤကုမ္ပဏီ၏ လုပ်ငန်းများ၊ အရာရှိများ ဂန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေလိုအပ်သည် ဟုယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန်အပြင် အဆိုပါဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်သော ကိစ္စရပ်များကို လည်းကောင်းလုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျှောက်ပတ်သည်ဟု ယူဆပါကကုမ္ပဏီ၏စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန်အတွက် မည်သည့်ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆိုငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထိုနောက်ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့်အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်း အတွက်ဆွေးနွေးချိန်တွင်အစည်းအဝေးအထမြောက်ရန်သတ်မှတ်သည့်အစုရှင်အရေအတွက်မတက်ရောက် သောမည်သည့် သင်းလုံးကျွတ်အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့်ပက်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်း မပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မတည်ရင်းနှီးငွေ အစုရှယ်ယာ များ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင် တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံးဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့် ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင် အရေအတွက်နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်း သည်ပင်လျှင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင်ဤကုမ္ပဏီ၏အစုရှယ်ရာများအား ခွဲဝေပေးမည့်အမြတ်ဝေစုကို ကြေညာ ရမည်။သို့ရာတွင်အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသောငွေပမာဏထက်မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည်လုပ်ငန်းတစ်ခုကိုဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်းပြည့်မီသူ ပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ်ခန့်အပ်ရန်နှင့်အခြားအရည်အချင်းပြည့်မီသူများအားရုံးဝန်ထမ်းများအဖြစ်ခန့်အပ် မည်ဖြစ်သည်။လစာ၊ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့်အခကြေး ငွေများကို ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ်အစည်း အဝေးက အတည်ပြုရမည်။အထွေထွေမန်နေဂျာသည်လုပ်ငန်းရုံး၏ထိရောက်စွာလုပ်ငန်းလည်ပတ်မှု အားလုံး အတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်းဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည်သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသို့ထိန်းသိမ်းဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ရငွေ၊သုံးငွေများ၏ပမာဏနှင့်၎င်းရငွေ၊သုံးငွေများဖြစ်ပေါ်ခြင်းနှင့်စပ်လျဉ်းသည့်အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများရောင်းချခြင်းနှင့်တာဝန်ယူခြင်းများ။

(၃)ဤ ကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသောလုပ်ငန်းရုံး သို့မဟုတ်ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကိုခန့်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏တာဝန်သည် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ်အခါအားလျော်စွာပြင်ဆင်သတ်မှတ်သည့်စည်းမျဉ်းစည်းကမ်းများနှင့် လိုက်လျောညီထွေဖြစ်ရမည်။

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆိုနို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသောစာကို စာတိုက်ခကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့်လိပ်မူပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည်တံဆပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများက ကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင်အနည်းဆုံးဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်မခါမျှမသုံးရ။ တံဆပ်ရိုက်နိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ၈၆(ဂ)တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲကုမ္ပဏီ၏ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူးသို့မဟုတ်အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏တာဝန်ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန်ဝတ္တရားများနှင့်စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်ခံငွေများ၊ ဆုံးရှုံးငွေများ၊ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေးရထိုက်ခွင့် ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအားဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေများအား အခါအားလျော်စွာပြင်ဆင်ပြောင်းလဲထားသည့်တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ် နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခု ဖွဲ့စည်းရန် လိုလားသည့်လျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင် ရယူကြရန် သဘောတူပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	**Future Enterprises Pte Ltd** 13 Harrison Road #08-01 Food Empire Building Singapore 369649 Represented by: Mr. Chintadi Shekhar Rao A-2/3,Nagarkot Flats, Kadma Jamshedpur 831 005 India	Incorporated in Singapore Registration No: 3912/82 – Z	80,000	Shekhar
2	**Khin Oo Lwin** #08-42. Block 572. Pasir ris street 53 Singapore 510572 Myanmar Adress: Condo F/7,FMI City, Hlaing Thar Yar Township Yangon,Myanmar	NRC No: 12/Sa Kha Na (N) 056991	20,000	Kwin

ရန်ကုန်။ နေ့စွဲ၊ ၂၀ ခုနှစ်၊ 15 JUN 2017 လ၊ ရက်

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

Maylu

ဒေါ်မေသူလှိုင်
တရားလွှတ်တော်ရှေ့နေ (စဉ်-၉၁၅၅/၁၃)
LL.B, D.B.L, D.I.L
Hp: 09 - 73063909

THE MYANMAR (

PRIVATE COMPANY

Memorandum (

O

FE FOODS & BEVERAGES MY

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **FE Foods & Beverages Myanmar Company Limited**.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The object for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V The authorized capital of the Company is USD 500,000 (five hundred thousand only) divided into 500,000 shares of USD 1 (One only) each, with power in General Meeting either to increase, reduce of alter such capital form time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	**Future Enterprises Pte Ltd** 13 Harrison Road #08-01 Food Empire Building Singapore 369649 Represented by: Mr. Chintadi Shekhar Rao A-2/3, Nagarkot Flats, Kadma Jamshedpur 831 005 India	Incorporated in Singapore Registration No: 3912/82 – Z	80,000	Shekhar
2	**Khin Oo Lwin** #08-42. Block 572. Pasir ris street 53 Singapore 510572 Myanmar Adress: Condo F/7, FMI City, Hlaing Thar Yar Township Yangon, Myanmar	NRC No: 12/Sa Kha Na (N) 056991	20,000	Kwin

Yangon Dated the 15 JUN 2017 day of

It is hereby certified that the persons mentioned above put their signatures in my presence.

Daw May Thu Hlaing
Advocate (Sr No-9155/13)
LL.B,D.B.L,D.I.L

6. The objective for which the company is established are:

- **Manufacturing , marketing & distribution of packaged food & beverages**

7. To borrow money for the benefit of the Company's business form any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO : Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so for as it may be entitled so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notification of the Union of Myanmar for the time being in force.

THE MYANMAR C

PRIVATE COMPANY L

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OF

FE FOODS & BEVERAGES MY

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1. The regulation contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-
(a) The number of the Company, exclusive of person who are in the employment of the Company, shall be limited to fifty.
(b) Any invitation to the public to subscribe for any share or debenture or debentures stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorized capital of the Company is USD 500,000 (five hundred thousand only) divided into 500,000 shares of USD 1 (One only) each, with power in General Meeting either to increase, reduce of alter such capital form time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf. .

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Director may think fit. The legal representative of deceased member shall be recognized by the Directors.

6. The Directors may, form time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Director may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall be less than (2) and more than (10).

The First Directors shall be:-
(1) **Mr. Neogh Kok Eng**
(2) **Mr. Chintadi Shekhar Rao**
(3) **Mr. Rajneesh Goel**

8. The Directors may form time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and be shall have all the power delegated to him by the Board of Directors form time to time.

9. The qualification of a Director shall the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposal transfer of shares without assigning any reason.

PROCEEDING OF DIRECTOR

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise, two shall form a quorum. If any question arising as any meeting the Managing Director's decision shall be final. When any matter is put to a voice and if there shall be an equality votes, the Chairman shall have a second or casing vote.

12. Any Director may at any time someone a meeting of Director.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Direction, duly called, held and constituted.

POWER AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table *A* of the Myanmar Companies Act, it is hereby declared that the Direction shall have the following powers, that is to say power;

(1) To purchase or otherwise acquire for the Company any property, right or privilege which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit, also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in al respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company changed upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up there my be either specifically charged upon all or any part of the property of the Company and its uncalled capital not so changed.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agent and Services for permanent, temporary or special services as they may form time to time think fit and to determine their duties and powers and fix their salaries or emolument and to require security in such licenses in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Directors, General Manager, Secretary or Department Manager in conjunction with his Directorship of the Company.

(7) To accept form any member on such terms and conditions as shall be agreed on the surrender of his shares or any pat thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other proposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company or its officers or otherwise concerning the affairs of the Company and also compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, release and other discharge for money payable to the Company and for the claims and demands of the Company.

(12) To cat on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and form time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal, liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purpose of the Company.

(19) To borrow money for the benefit of the Company's business form any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months form the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than) fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent, shall form a quorum for all purpose. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;
(2) all sales and purchases of goods b the Company;
(3) all assets and liabilities of the Company.

19. The Books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (c) of the Myanmar Companies Act and the existing laws, every Directors, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1	**Future Enterprises Pte Ltd** 13 Harrison Road #08-01 Food Empire Building Singapore 369649 Represented by: Mr. Chintadi Shekhar Rao A-2/3,Nagarkot Flats, Kadma Jamshedpur 831 005 India	Incorporated in Singapore Registration No: 3912/82 – Z	80,000	Shekhar
2	**Khin Oo Lwin** #08-42. Block 572. Pasir ris street 53 Singapore 510572 Myanmar Adress: Condo F/7,FMI City, Hlaing Thar Yar Township Yangon,Myanmar	NRC No: 12/Sa Kha Na (N) 056991	20,000	Khin

Yangon Dated the 15 JUN 2017 day of

It is hereby certified that the persons mentioned above put their signatures in my presence.

Maythu

Daw May Thu Hlaing
Advocate (Sr No-9155/13)
LL.B,D.B.L,D.I.L

MINISTRY OF PLANNING AND FINANCE
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့် ဘဏ္ဍာရေးဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် .... ၂၄၄ အက်ဖ်စီ / ၂၀၁၇-၂၀၁၈(ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ .... အပ်(ဖ်)အီး ဖူစ့် အန် ဘယ်ဗရစ် မြန်မာ ကုမ္ပဏီ လီမိတက် .... အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ..၂၀၁၇..နှစ်၊ ....ဇွန်....လ၊ ..၂၀..ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. ....244 FC.... of 2017-2018(YGN)

I hereby certify that FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED ....is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Yangon this ....TWENTIETH.... day of JUNE, TWO THOUSAND AND SEVENTEEN.

For Director General
(Nilar Mu- Director)

Directorate of Investment and Company Administration

ဤကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ်(ယာယီ)သည် မှတ်ပုံတင်ရက်စွဲ (၂၀–၆–၂၀၁၇) မှ (၁၉–၁၂–၂၀၁၇) ရက်နေ့အထိ (၆)လသက်တမ်း အတွက်သာ ဖြစ်သည်။ ယာယီသက်တမ်း မကုန်ဆုံးမီ အမြဲတမ်းမှတ်ပုံတင် လက်မှတ် (မူရင်း)နှင့် လဲလှယ်ရမည်ဖြစ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သက်ပိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

Issued Date:

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF PLANNING AND FINANCE

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No. 244 FC / 2017-2018(YGN)

Date 20th June, 2017

MINISTRY OF PLANNING AND FINANCE
DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

The Ministry of Planning and Finance of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED. in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	FE Foods & Beverages Myanmar Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No.109, Bayint Naung Road, Shwe Pyi Thar Industrial Zone 4, Insein Township, Yangon.
(4)	The object for which the company is formed (field of business).	Manufacturing, marketing & distribution of packaged food & beverages.
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 500,000 divided into 500,000 shares of USD 1 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	June 20, 2017 to December 19, 2017. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General
(Nilar Mu- Director)
Directorate of Investment and Company Administration

The business objectives mentioned in the Memorandum of Association shall be allowed to perform.If it is necessary, permit or license from relevant Union Ministries, Departments and Organizations of the Republic of the Union of Myanmar must be obtained in accordance with existing laws, rules and regulations.

Issued Date:

Annex 6: Employee List

FE FOODS & BEVERAGE MYANMAR COMPANY LIMITED

EMPLOYEE LIST

YEAR >>>		2018		2019		2020		2021		2022		2023		2024		2025		2026		2027	
ROLE	TYPE	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY	NUMBERS	SALARY
GM SALES	EXPAT	1	5,400,000	1	5,940,000	1	6,534,000	1	7,187,400	1	7,906,140	1	8,696,754	1	9,566,429	1	10,523,072	1	11,575,380	1	12,732,918
GM MKTG	EXPAT	1	5,400,000	1	5,940,000	1	6,534,000	1	7,187,400	1	7,906,140	1	8,696,754	1	9,566,429	1	10,523,072	1	11,575,380	1	12,732,918
FINANCE CONTROLLER	LOCAL	1	2,500,000	1	2,750,000	1	3,025,000	1	3,327,500	1	3,660,250	1	4,026,275	1	4,428,903	1	4,871,793	1	5,358,972	1	5,894,869
RSMS	LOCAL	2	2,200,000	3	3,630,000	3	3,993,000	3	4,392,300	3	4,831,530	3	5,314,683	3	5,846,151	3	6,430,766	3	7,073,843	3	7,781,227
SR BRAND MANAGER	LOCAL	2	2,000,000	2	2,200,000	3	3,630,000	3	3,993,000	3	4,392,300	3	4,831,530	3	5,314,683	3	5,846,151	3	6,430,766	3	7,073,843
ASST BRAND MANAGER	LOCAL	2	1,200,000	2	1,320,000	3	2,178,000	3	2,395,800	3	2,635,380	3	2,898,918	3	3,188,810	3	3,507,691	3	3,858,460	3	4,244,306
CHIEF ACCOUNTANT	LOCAL	1	1,200,000	1	1,320,000	1	1,452,000	1	1,597,200	1	1,756,920	1	1,932,612	1	2,125,873	1	2,338,461	1	2,572,307	1	2,829,537
AP ACCOUNTANT	LOCAL	1	1,200,000	1	1,320,000	1	1,452,000	1	1,597,200	1	1,756,920	1	1,932,612	1	2,125,873	1	2,338,461	1	2,572,307	1	2,829,537
SR EXEC HR& ADMIN	LOCAL	1	1,100,000	1	1,210,000	1	1,331,000	1	1,464,100	1	1,610,510	1	1,771,561	1	1,948,717	1	2,143,589	1	2,357,948	1	2,593,742
ASMS	LOCAL	8	1,000,000	10	1,375,000	10	1,512,500	10	1,663,750	10	1,830,125	10	2,013,138	10	2,214,451	10	2,435,896	10	2,679,486	10	2,947,435
PRODUCTION MANAGER	LOCAL	1	700,000	1	770,000	1	847,000	1	931,700	1	1,024,870	1	1,127,357	1	1,240,093	1	1,364,102	1	1,500,512	1	1,650,563
SALES SUPERVISORS	LOCAL	30	450,000	30	495,000	32	580,800	33	658,845	34	746,691	36	869,675	36	956,643	38	1,110,769	38	1,221,846	38	1,344,030
TRADE MARKETING EXECUTIVE	LOCAL	1	450,000	1	495,000	1	544,500	1	598,950	1	658,845	1	724,730	1	797,202	1	876,923	1	964,615	1	1,061,076
EVENT MARKETING EXECUTIVE	LOCAL	1	400,000	1	440,000	1	484,000	1	532,400	1	585,640	1	644,204	1	708,624	1	779,487	1	857,436	1	943,179
HR / ADMIN ASSISTANTS	LOCAL	2	400,000	3	660,000	3	726,000	3	798,600	3	878,460	3	966,306	3	1,062,937	3	1,169,230	3	1,286,153	3	1,414,769
JUNIOR ACCOUNTANT	LOCAL	1	400,000	1	440,000	1	484,000	1	532,400	1	585,640	1	644,204	1	708,624	1	779,487	1	857,436	1	943,179
COST ACCOUNTANT	LOCAL	1	400,000	1	440,000	1	484,000	1	532,400	1	585,640	1	644,204	1	708,624	1	779,487	1	857,436	1	943,179
AR OFFICER	LOCAL	1	400,000	2	880,000	2	968,000	2	1,064,800	2	1,171,280	2	1,288,408	2	1,417,249	2	1,558,974	2	1,714,871	2	1,886,358
CASHIER	LOCAL	1	400,000	1	440,000	1	484,000	1	532,400	1	585,640	1	644,204	1	708,624	1	779,487	1	857,436	1	943,179
DRIVERS	LOCAL	2	400,000	2	440,000	2	484,000	2	532,400	2	585,640	2	644,204	2	708,624	2	779,487	2	857,436	2	943,179
GM SECRETARY	LOCAL	1	300,000	1	330,000	1	363,000	1	399,300	1	439,230	1	483,153	1	531,468	1	584,615	1	643,077	1	707,384
WAREHOUSE SUPV	LOCAL	1	300,000	1	330,000	1	363,000	1	399,300	1	439,230	1	483,153	1	531,468	1	584,615	1	643,077	1	707,384
PG SUPERVISOR	LOCAL	1	250,000	2	550,000	3	907,500	3	998,250	3	1,098,075	3	1,207,883	3	1,328,671	3	1,461,538	3	1,607,692	3	1,768,461
QUALITY CONTROL	LOCAL	4	250,000	4	275,000	4	302,500	4	332,750	4	366,025	4	402,628	4	442,890	4	487,179	4	535,897	4	589,487
PRODUCTION LEADER	LOCAL	1	180,000	1	198,000	1	217,800	1	239,580	1	263,538	1	289,892	1	318,881	1	350,769	1	385,846	1	424,431
SALES REPRESENTATIVES	LOCAL	110	150,000	150	225,000	160	264,000	165	299,475	170	339,405	180	395,307	180	434,838	190	504,895	190	555,384	190	610,923
STOREKEEPER	LOCAL	1	150,000	1	165,000	1	181,500	1	199,650	1	219,615	1	241,577	1	265,734	1	292,308	1	321,538	1	353,692
MAINTENANCE TECHNICIAN	LOCAL	2	150,000	3	247,500	3	272,250	3	299,475	3	329,423	3	362,365	3	398,601	3	438,461	3	482,307	3	530,538
WORKER	LOCAL	35	130,000	45	183,857	55	247,186	60	296,623	65	353,476	65	388,823	70	460,606	70	506,666	75	597,143	75	656,857
Total		217		274		299		310		321		333		338		350		355		355	

Salary is paid by Myanmar currency.

Annex 7: Product Details

Included in this annex:

(a) Product list

(b) Manufacturing estimates

(c) Brand names

(d) Manufacturing procedure

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

PRODUCTS LIST

MANUFACTURING LIST FOR FOOD AND BEVERAGES		
Instant coffee (The original)	:	20 g× 30 Sachets
Instant coffee (Max classic)	:	20 g × 20 Sachets
Instant coffee (White coffee Mix)	:	30 g × 30 Sachets
Malted Milked	:	200 g
Malted Milked	:	400 g
Malted Milked	:	450 g
Malted Milked	:	20 g × 30 Sachets
Malted Milk Choc	:	20 g × 30 Sachets
Malted Milk Choc	:	400 g

FOOD AND BEVERAGES		Price (per unit)
Instant coffee (The original)	:	**92 MMKs**
Instant coffee (Max classic)	:	**92 MMKs**
Instant coffee (White coffee Mix)	:	**92 MMKs**
Malted Milked	:	**1900 MMKs**
Malted Milked	:	**4100 MMKs**
Malted Milked	:	**3650 MMKs**
Malted Milked	:	**4100 MMKs**
Malted Milk Choc	:	**5400 MMKs**
Malted Milk Choc	:	**4100 MMKs**

The products will be manufactured and distributed to local market only.

ESTIMATED MANUFACTURING LIST FOR 10 YEARS

Product Categories (by ton)	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
3 in 1 Coffee Instant Mixed	330	500	750	950	1100	1150	1200	1250	1300	1350
Price (total) Ks Lakhs	**10100**	**15650**	**23900**	**30900**	**36500**	**38900**	**41400**	**44000**	**46700**	**49450**
3 in 1 Malted Milked	450	550	625	700	750	800	850	900	925	950
Price (total) Ks Lakhs	**33750**	**42050**	**48750**	**55700**	**60900**	**66250**	**71800**	**77550**	**81300**	**85150**
Malted Milk Choco	200	300	400	4750	550	600	650	700	725	750
Price (total) Ks Lakhs	**18000**	**27540**	**37450**	**45350**	**53600**	**59600**	**65900**	**72350**	**76450**	**80650**

BRAND LIST

Brand: MacCoffee

Brand: MacCoffee White Coffee

Brand: MacCoffee MAX CLASSIC

Brand: MacFito Family



Brand: Bolt


NEW
BOLT
MALTED MILK
3 in 1
PERFECT 10
NUTRITION
Enriched with 10 Vitamins & 10 Minerals
Net Weight :
200g
FORTIFIED
OMEGA 3
HI-CAL
HELPS IN DEVELOPMENT OF BRAIN & BONES

Brand: Bolt Malted Milk



Annex 8: Investment Plan

Included in this annex:

(a) Business summary
(b) Capital injection plan
(c) Machinery list and expenses
(d) Financial projections (USD and MMK)

BUSINESS SUMMARY

Of

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

FE Foods & Beverages Myanmar Company Limited will be undertaking the development, manufacturing, marketing and distribution of Food & Beverage products in Myanmar. FE Foods & Beverages Myanmar Company Limited will be leveraging its international know-how and instant coffee expertise to introduce a range of Coffee 3-in-1 mixes and other specialty coffees, which will improve the overall quality of Coffee mixes available in Myanmar and bring the international experience to the people of Myanmar.

Healthy food and beverage products

FE Foods & Beverages Myanmar Company Limited will also be developing a range of healthy food and beverage products which will provide nutritious, yet tasty, products, fortified with essential Vitamins and Minerals, for both young people as well as for adults.

Locally manufacture products

Many of these products would also be substituting categories which are currently imported into Myanmar, thereby helping the country save valuable foreign exchange and promoting local manufacturing.

Quality control

All these products would be manufactured under the strictest quality controls with international standards of packaging and food safety, using high quality raw materials, sourced locally wherever possible, else internationally.

Employment

Overall the activities of FE Foods & Beverages Myanmar Company Limited would lead to direct employment of 217 in the first year, and 355 employees in 10 years' time. Many additional persons will be employed indirectly by FE Foods & Beverages Myanmar Company Limited suppliers and distributors such as shops. Additionally, FE Foods & Beverages Myanmar Company Limited will contribute to revenue and income of many families.

FE FOODS & BEVERAGES MYANMAR LIMITED

CAPITAL INJECTION PLAN

- Injected Investment capital amount: USD 500,000
- Future Enterprises Limited injected amount: USD 400,000
- Ms. Khin Oo Lwin injected amount: USD100,000

All investment to be made in the first year. Expenses are summarized in the following pages.

Machinery List (Existing Machinery)				
No.	**Category**	**Description**	**QTY**	**VALUE (USD)**
1	**MACHINERY**	Caterpillar Diesel Generating Set	1	**12,880**
2	**MACHINERY**	Olympain Diesel Generating Set	1	**6,000**
3	**MACHINERY**	Digital Weight Scale JADEVER	12	**720**
4	**MACHINERY**	Digital Weight Scale Centra 150kg (16"x21")	5	**450**
5	**MACHINERY**	Digital Weight Scale Centra AD 2500 132 kg	1	**70**
6	**MACHINERY**	Digital Weight Scale Centra AD 1500 130 kg	1	**60**
7	**MACHINERY**	Flat Belt Conveyor with side table	11	**3,850**
8	**MACHINERY**	Roller Conveyor with cabinet (long)	2	**1,160**
9	**MACHINERY**	Roller Conveyor with cabinet (short)	2	**440**
10	**MACHINERY**	Carton Box cart (mild Steel Stacking Pallet)	4	**120**
11	**MACHINERY**	Hopper (728mm) First Design	1	**100**
12	**MACHINERY**	Hopper (728mm) Next Design	10	**1,450**
13	**MACHINERY**	Solid Inker Printing Sealer FRM -980	2	**200**
14	**MACHINERY**	Semi- automatic carton sealer FHJ 6050	2	**800**
15	**MACHINERY**	Air Compressor 10HP AW-9008 (8bar)	1	**350**
16	**MACHINERY**	Air Dryer ED-10 HF	1	**300**
17	**MACHINERY**	Sanko Automatic Packing Machine MC101	10	**21,000**
18	**MACHINERY**	Spafil Ribbon Mixer 150kg-FES-PM-209	1	**950**
19	**MACHINERY**	500kg Mixer-FES-PM-101	1	**2,250**
20	**MACHINERY**	500kg Mixer	1	**2,940**
21	**MACHINERY**	8 lane stick packing machine	1	**30,000**
22	**MACHINERY**	Steel Table	2	**150**
23	**MACHINERY**	Inkjet Printer Domino Model A series A120 (DN-100002)	1	**1,800**
24	**MACHINERY**	Inkjet Printing Domino Model C series -Carton box	2	**1,000**
25	**MACHINERY**	Conveyer size: 1200*250*700mm	1	**200**
26	**MACHINERY**	Air Receiver Tank 1000 V	1	**300**
27	**MACHINERY**	S/S Trolley 762x610x914mm	2	**120**
28	**MACHINERY**	S/S Trolley 1067x914x914mm	2	**200**
29	**MACHINERY**	Steel Pallet 3'9" x3'9" x5"	3	**180**
30	**MACHINERY**	M/S Ladder Table 2800x700x2115mm	1	**55**
31	**MACHINERY**	Steel Tray 33" x6" x2"	10	**80**
32	**MACHINERY**	Cartoon Box Cart	20	**700**
33	**MACHINERY**	AND ct 300 Digital Weight Scale	1	**200**
34	**MACHINERY**	Hopper Cover (810 x 25 mm)	11	**275**
35	**MACHINERY**	Stick machine Table (Sealer)	2	**60**
36	**MACHINERY**	High Precision Filter 1 set (EF-035) (Q+S+C)	1	**75**
37	**MACHINERY**	Air Craft (L=62 Meter) Uni Asia Trading (length 64"x93") (Cuttain)	1	**90**
38	**MACHINERY**	Dehumidifier- Model-DH-890-C (90-170m^3) 90L/D	1	**210**
39	**MACHINERY**	Dehumidifier- Model-DH-8138-C (100-230m^3) 138 L/D	1	**275**
40	**MACHINERY**	Metal Detector	1	**280**
41	**MACHINERY**	S/S Frame with Conveyor 1 Lot	1	**400**
42	**MACHINERY**	Stainless Steel Vaccum Tester Unit	1	**75**
43	**MACHINERY**	Dust Collector	1	**280**
44	**MACHINERY**	High speed Pulverizing Machine model RT- 50HS 750 x 600 x 1130mm (40-80) 5HP power	1	**3,700**

45	**MACHINERY**	Shrink Packing Machine BSD 400 B	1	**730**
46	**MACHINERY**	shrink machine	1	**600**
47	**MACHINERY**	Induction sealing machine	2	**180**
48	**MACHINERY**	Shink Machines new	2	**4,900**
49	**MACHINERY**	Tools & spares		**3,000**
			Total	**106,205**

Other expenses

Other expenses				
No.	**Category**	**Description**	**QTY**	**VALUE (USD)**
1	**OPERATING EXPENSES**	RENTALS		**147,600**
2	**OPERATING EXPENSES**	SALARIES		**57,000**
4	**OPERATING EXPENSES**	ADVERTISEMENT		**98,000**
			Total	**302,600**

Raw material

Raw material expenses				
No.	**Category**	**Description**	**QTY**	**VALUE (USD)**
3	**OPERATING EXPENSES**	RAW & PACKAGING MATERIAL & CONSUMABLES		**91,195**
			Total	**91,195**

BUSINESS PLAN - KYATS

Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
GROSS SALES	**6,951,685,393**	**9,579,213,483**	**12,376,668,539**	**14,831,077,348**	**16,964,184,920**	**18,517,130,475**	**20,125,408,178**	**21,790,610,137**	**22,971,325,636**	**24,190,553,510**
DISCOUNT TO CUSTOMERS	417,101,124	574,752,809	742,600,112	889,864,641	1,017,851,095	1,111,027,828	1,207,524,491	1,307,436,608	1,378,279,538	1,451,433,211
COMMERCIAL TAX	347,584,270	478,960,674	618,833,427	741,553,867	848,209,246	925,856,524	1,006,270,409	1,089,530,507	1,148,566,282	1,209,527,675
NET SALES	**6,187,000,000**	**8,525,500,000**	**11,015,235,000**	**13,199,658,840**	**15,098,124,578**	**16,480,246,122**	**17,911,613,278**	**19,393,643,022**	**20,444,479,816**	**21,529,592,624**
TOTAL COGS	**4,171,011,236**	**5,747,528,090**	**6,807,167,697**	**7,415,538,674**	**8,482,092,460**	**8,888,222,628**	**9,660,195,925**	**10,459,492,866**	**11,026,236,305**	**11,611,465,685**
GROSS PROFIT	**2,015,988,764**	**2,777,971,910**	**4,208,067,303**	**5,784,120,166**	**6,616,032,119**	**7,592,023,495**	**8,251,417,353**	**8,934,150,156**	**9,418,243,511**	**9,918,126,939**
OPERATING EXPENSES										
A&P Expenses	2,165,450,000	2,557,650,000	2,753,808,750	3,035,921,533	3,170,606,161	3,296,049,224	3,582,322,656	3,878,728,604	4,088,895,963	4,305,918,525
Other Selling Expenses	494,960,000	639,412,500	771,066,450	923,976,119	1,056,868,720	1,153,617,229	1,253,812,929	1,357,555,012	1,431,113,587	1,507,071,484
salaries	77,380,000	118,644,071	153,560,864	176,006,686	201,821,717	233,072,484	260,821,289	301,061,734	336,940,285	370,634,314
General & Admin Expenses	190,400,000	209,440,000	230,384,000	253,422,400	278,764,640	306,641,104	337,305,214	371,035,736	408,139,309	448,953,240
Total Aministration expenses	**2,928,190,000**	**3,525,146,571**	**3,908,820,064**	**4,389,326,738**	**4,708,061,239**	**4,989,380,041**	**5,434,262,089**	**5,908,381,086**	**6,265,089,145**	**6,632,577,563**
TOTAL OPERATING EXPENSES	**7,099,201,236**	**9,272,674,661**	**10,715,987,761**	**11,804,865,413**	**13,190,153,698**	**13,877,602,669**	**15,094,458,014**	**16,367,873,951**	**17,291,325,450**	**18,244,043,248**
OTHER INCOME(CHARGES)	-	-	-	-	-	-	-	-	-	-
DEFERRED INCOME TAX										
NET INCOME BEFORE TAX	**(912,201,236)**	**(747,174,661)**	**299,247,239**	**1,394,793,427**	**1,907,970,880**	**2,602,643,453**	**2,817,155,264**	**3,025,769,071**	**3,153,154,365**	**3,285,549,376**
CORPORATE INCOME TAX			**74,811,810**	**348,698,357**	**476,992,720**	**650,660,863**	**704,288,816**	**756,442,268**	**788,288,591**	**821,387,344**
NET INCOME AFTER TAX	**(912,201,236)**	**(747,174,661)**	**224,435,429**	**1,046,095,071**	**1,430,978,160**	**1,951,982,590**	**2,112,866,448**	**2,269,326,803**	**2,364,865,774**	**2,464,162,032**

Exchange rate: 1 USD/MMK 1,360

BUSINESS PLAN - USD

Description	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
GROSS SALES	**5,111,533**	**7,043,539**	**9,100,492**	**10,905,204**	**12,473,665**	**13,615,537**	**14,798,094**	**16,022,507**	**16,890,681**	**17,787,172**
DISCOUNT TO CUSTOMERS	306,692	422,612	546,029	654,312	748,420	816,932	887,886	961,350	1,013,441	1,067,230
COMMERCIAL TAX	255,577	352,177	455,025	545,260	623,683	680,777	739,905	801,125	844,534	889,359
NET SALES	**4,549,265**	**6,268,750**	**8,099,438**	**9,705,632**	**11,101,562**	**12,117,828**	**13,170,304**	**14,260,032**	**15,032,706**	**15,830,583**
TOTAL COGS	**3,066,920**	**4,226,124**	**5,005,270**	**5,452,602**	**6,236,833**	**6,535,458**	**7,103,085**	**7,690,804**	**8,107,527**	**8,537,842**
GROSS PROFIT	**1,482,345**	**2,042,626**	**3,094,167**	**4,253,030**	**4,864,729**	**5,582,370**	**6,067,219**	**6,569,228**	**6,925,179**	**7,292,740**
OPERATING EXPENSES	0	0	0	0	0	0	0	0	0	0
A&P Expenses	1,592,243	1,880,625	2,024,859	2,232,295	2,331,328	2,423,566	2,634,061	2,852,006	3,006,541	3,166,117
Other Selling Expenses	363,941	470,156	566,961	679,394	777,109	848,248	921,921	998,202	1,052,289	1,108,141
salaries	56,897	87,238	112,912	129,417	148,398	171,377	191,780	221,369	247,750	272,525
General & Admin Expenses	140,000	154,000	169,400	186,340	204,974	225,471	248,019	272,820	300,102	330,113
Total Aministration expenses	**2,153,081**	**2,592,020**	**2,874,132**	**3,227,446**	**3,461,810**	**3,668,662**	**3,995,781**	**4,344,398**	**4,606,683**	**4,876,895**
TOTAL OPERATING EXPENSES	**5,220,001**	**6,818,143**	**7,879,403**	**8,680,048**	**9,698,642**	**10,204,120**	**11,098,866**	**12,035,201**	**12,714,210**	**13,414,738**
OTHER INCOME(CHARGES)	-	-	-	-	-	-	-	-	-	-
DEFERRED INCOME TAX	0	0	0	0	0	0	0	0	0	0
NET INCOME BEFORE TAX	**(670,736)**	**(549,393)**	**220,035**	**1,025,583**	**1,402,920**	**1,913,708**	**2,071,438**	**2,224,830**	**2,318,496**	**2,415,845**
	0	0	0	0	0	0	0	0	0	0
CORPORATE INCOME TAX	-	-	**55,009**	**256,396**	**350,730**	**478,427**	**517,859**	**556,208**	**579,624**	**603,961**
	0	0	0	0	0	0	0	0	0	0
NET INCOME AFTER TAX	**(670,736)**	**(549,393)**	**165,026**	**769,188**	**1,052,190**	**1,435,281**	**1,553,578**	**1,668,623**	**1,738,872**	**1,811,884**

Annex 9: Raw Material List

Included in this annex:

(a) Raw Material list (Import)
(b) Raw Material list (Local)
(c) Laboratory report for raw material of “Bolt Chocolate Malt Milk”
(d) Laboratory report for raw material of “Bolt Malt Milk”
(e) Laboratory report for raw material of “Mac Coffee Mix 3 in 1”
(f) Laboratory report for raw material of “Mac Coffee White Coffee”

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

RAW MATERIAL LIST (IMPORTS)

No.	Item's name	Local/Imp	Yearly Quantity	Unit
1	NDC FES 60S (20kg)	Imp	200	Ton
2	NDC MP 30 (25kg)	Imp	200	Ton
3	NDC 35S (25kg)	Imp	200	Ton
4	HG 50 (20kg)	Imp	25	Ton
5	Flavour A 1501223 (W.C) (20kg)	Imp	1	Ton
6	Malt Extract cereal (10kg)	Imp	100	Ton
7	Malted Milk (25kg)	Imp	600	Ton
8	Vitamin (25kg)	Imp	1	Ton
9	Mineral (25kg)	Imp	2	Ton
10	Cegepal VF-HC77 (20kg)	Imp	2	Ton
11	Cegepal VF-03c (10kg)	Imp	2	Ton
12	Midas "C"	Imp	60	Ton
13	Midas "A"	Imp	100	Ton
14	Flv 7453	Imp	1	Ton
15	Flv 9689	Imp	1	Ton
16	Chocolate Malt	Imp	600	Ton
17	Coco powder	Imp	30	Ton
18	Flv chocolate co700972	Imp	3	Ton
19	Glass Jar	Imp	1,000,000	Pieces

FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

RAW MATERIAL LIST (FROM MYANMAR)

No.	Item's name	Local/Imp	Yearly Quantity	Unit
1	Foil Original (12.5kg)	Local	2000	Roll
2	Foil Classic (61.5kg)	Local	100	Roll
3	Foil White Coffee (15kg)	Local	1000	Roll
4	Foil Bolt (Single) (14kg)	Local	10000	Roll
5	Foil Bolt (Double) (14kg)	Local	1000	Roll
6	Foil Bolt Chocolate	Local	10000	Roll
7	Opp Original	Local	1,000,000	Pieces
8	Opp Classic	Local	500,000	Pieces
9	Opp White Coffee	Local	800,000	Pieces
10	Opp Bolt	Local	3,000,000	Pieces
11	Opp White Coffee (20s)	Local	400,000	Pieces
12	Opp Bolt Chocolate	Local	3,000,000	Pieces
13	Metallise bag BIB 450gm	Local	300,000	Pieces
14	Metallise bag BIB 200gm	Local	200,000	Pieces
15	Box Bolt BIB 450gm	Local	300,000	Pieces
16	Box Bolt BIB 200gm	Local	200,000	Pieces
17	Shrink warpper	Local	1,000,000	Pieces
18	Carton Original	Local	10,000	Pieces
19	Carton Classic	Local	5,000	Pieces
20	Carton White Coffee	Local	8,000	Pieces
21	Carton Bolt	Local	150,000	Pieces
22	Carton Bolt Chocolate	Local	150,000	Pieces
23	Carton Bolt BIB 450gm	Local	10000	Pieces
24	Carton Bolt BIB 200gm	Local	8000	Pieces
25	Carton Bolt Glass jar 400gm	Local	50,000	Pieces
26	Sugar (50kg)	Local	500	Ton
27	Maltodextrin (25kg)	Local	120	Ton
28	SCMC (25kg)	Local	200	Kg
29	Salt (25kg)	Local	100	Kg

30	ACK	Local	500	Kg
31	Sodium Bicarbonate	Local	100	Kg
32	Skim milk	Local	30	Ton

ACCREDITED LABORATORY
SAC-SINGLAS
Cert No. LA-1993-0064-A
Cert No. LA-2000-0178-F

CERTIFICATE OF ANALYSIS

Client	: FUTURE ENTERPRISES PTE LTD	Page	: 1 of 2	
Contact	: Ms Primrose Aung	Work Order	: **SF1759424**	Amendment: **1**
Address	: 31 Harrison Road #08-01 Singapore 369649	Date Samples Received	: 22-Dec-2017	
E-mail	: primrose@foodempire.com	Date Testing Commenced	: 26-Dec-2017	
Telephone	: ----	Issue Date	: 12-Jan-2018	
Fax	: ----	Order number	: ----	

General Comments

One packet of powder sample labelled as "Bolt Chocolate Malt Milk" was collected.

Manufactured in Myanmar

Key: N/D = Not Detected, < = Less than, > = Greater than, cfu = colony forming unit, MPN = Most Probable Number,
EU = Endotoxin Units, LAL = Limulus Amebocyte Lysate

Analytical Results

			Client sample ID	**Bolt Chocolate Malt Milk**	----
			Sampling date/time	22-Dec-2017 00:00	----
Method	*Test Parameter*	*Unit*	*LOD*	**SF1759424-001**	--------
FC20 OVEN	Moisture Content @ 103°C	%(w/w)	0.01	**2.59**	----
FC51	Aflatoxin B1	ppb	0.05	**Not Detected**	----
FC51	Aflatoxin B2	ppb	0.02	**Not Detected**	----
FC51	Aflatoxin G1	ppb	0.05	**Not Detected**	----
FC51	Aflatoxin G2	ppb	0.02	**Not Detected**	----
FC51	Aflatoxin B+G, Total	ppb	-	**Not Detected**	----
FC98	Aflatoxin M1 (Powder)	ppb	0.1	**Not Detected**	----
FC25	Antimony as Sb	ppm	0.20	<0.20	----
FC25	Arsenic as As	ppm	0.20	<0.20	----
FC25	Cadmium as Cd	ppm	0.05	<0.05	----
FC25	Copper as Cu	ppm	0.20	**3.00**	----
FC25	Lead as Pb	ppm	0.20	<0.20	----
FC26 By FIMS	Mercury as Hg	ppm	0.01	<0.01	----
MIC08	Total Aerobic Bacteria Count	CFU/g	10	**900**	----
MIC11	Total Coliform Count	MPN/g	3.0	<3.0	----
MIC11 B	Escherichia coli Count	MPN/g	3.0	<3.0	----
MIC15	Total Yeast & Mold Count	CFU/g	10	<10	----
MIC19	Coagulase positive Staphylococcus aureus	CFU/g	10	<10	----
MIC24	Bacillus cereus	CFU/g	10	<10	----
MIC20	Salmonella. spp per 25gm	-	-	**Not Detected**	----

Signatories

This laboratory is accredited under SAC - SINGLAS. The tests reported herein have been performed in accordance with the laboratory's Terms of Accreditation. This document has been electronically signed by the authorized signatories indicated below. Electronic signing has been carried out in compliance with procedures specified in 21 CFR Part 11.

Signatories	Position	Authorised results for
HweeLee Tan	Laboratory Assistant Manager	**SF - Food Chemistry**
Joanne Chia	Laboratory Manager	**SF - Food Chemistry**
KimYin Lee	Supervisor 1	**SF - Food Microbiology**

Method Summary

Method	Method Name	Method Reference
FC20 OVEN	Moisture Content in Foods	AOAC Official Methods
FC25	Metals Analysis in Foods by ICP-OES	AOAC 990.08 (2010)
FC26 By FIMS	Determination of Trace Mercury in Foods	AOAC 971.21 (2010)
FC51	Determination of Aflatoxins BG by HPLC-FLD	AOAC 991.31 (2010), AOAC 994.08 (2010)
FC98	Aflatoxin M1 & M2 in Liquid Milk & Milk Prowder by HPLC-FLD	AOAC 2000.08 (2010)
MIC08	Total Aerobic Plate Count	US FDA-BAM 2001 Chapter 3
MIC11	Total Coliform Count in Food Samples	US FDA-BAM 2002 Chapter 4
MIC11 B	Escherichia coli in Food Samples	US FDA-BAM 2002 Chapter 4
MIC15	Total Yeast & Mold Count in Food Samples	US FDA-BAM 2001 Chapter 18
MIC19	Isolation & Identification of Staphylococcus aureus in Food	US FDA-BAM 2016 Chapter 12
MIC20	Isolation & Identification of Salmonella. spp in Food Sample	US FDA-BAM 2014 Chapter 5
MIC24	Isolation & Identification of Bacillus cereus in Food Sample	US FDA-BAM 2012 Chapter 14

CERTIFICATE OF ANALYSIS

Client	: **FUTURE ENTERPRISES PTE LTD**	Page	: 1 of 2
Contact	: Ms Primrose Aung	Work Order	: **SF1759425** Amendment: **1**
Address	: 31 Harrison Road #08-01 Singapore 369649	Date Samples Received	: 22-Dec-2017
E-mail	: primrose@foodempire.com	Date Testing Commenced	: 26-Dec-2017
Telephone	: ----	Issue Date	: 12-Jan-2018
Fax	: ----	Order number	: ----

General Comments

One packet of powder sample labelled as "Bolt Malt Milk" was collected.

Manufactured in Myanmar

Key: N/D = Not Detected, < = Less than, > = Greater than, cfu = colony forming unit, MPN = Most Probable Number,
EU = Endotoxin Units, LAL = Limulus Amebocyte Lysate

Analytical Results

			Client sample ID Sampling date/time	**Bolt Malt Milk** 22-Dec-2017 00:00	---- ----
Method	*Test Parameter*	*Unit*	*LOD*	**SF1759425-001**	--------
FC20 OVEN	Moisture Content @ 103°C	%(w/w)	0.01	**2.39**	----
FC51	Aflatoxin B1	ppb	0.05	**Not Detected**	----
FC51	Aflatoxin B2	ppb	0.02	**Not Detected**	----
FC51	Aflatoxin G1	ppb	0.05	**Not Detected**	----
FC51	Aflatoxin G2	ppb	0.02	**Not Detected**	----
FC51	Aflatoxin B+G, Total	ppb	-	**Not Detected**	----
FC98	Aflatoxin M1 (Powder)	ppb	0.1	**Not Detected**	----
FC25	Antimony as Sb	ppm	0.20	<0.20	----
FC25	Arsenic as As	ppm	0.20	<0.20	----
FC25	Cadmium as Cd	ppm	0.05	<0.05	----
FC25	Copper as Cu	ppm	0.20	**0.27**	----
FC25	Lead as Pb	ppm	0.20	<0.20	----
FC26 By FIMS	Mercury as Hg	ppm	0.01	<0.01	----
MIC08	Total Aerobic Bacteria Count	CFU/g	10	**300**	----
MIC11	Total Coliform Count	MPN/g	3.0	<3.0	----
MIC11 B	Escherichia coli Count	MPN/g	3.0	<3.0	----
MIC15	Total Yeast & Mold Count	CFU/g	10	<10	----
MIC19	Coagulase positive Staphylococcus aureus	CFU/g	10	<10	----
MIC24	Bacillus cereus	CFU/g	10	<10	----
MIC20	Salmonella. spp per 25gm	-	-	**Not Detected**	----

Signatories

This laboratory is accredited under SAC - SINGLAS. The tests reported herein have been performed in accordance with the laboratory's Terms of Accreditation. This document has been electronically signed by the authorized signatories indicated below. Electronic signing has been carried out in compliance with procedures specified in 21 CFR Part 11.

Signatories	Position	Authorised results for
HweeLee Tan	Laboratory Assistant Manager	**SF - Food Chemistry**
Joanne Chia	Laboratory Manager	**SF - Food Chemistry**
KimYin Lee	Supervisor 1	**SF - Food Microbiology**

Method Summary

Method	Method Name	Method Reference
FC20 OVEN	Moisture Content in Foods	AOAC Official Methods
FC25	Metals Analysis in Foods by ICP-OES	AOAC 990.08 (2010)
FC26 By FIMS	Determination of Trace Mercury in Foods	AOAC 971.21 (2010)
FC51	Determination of Aflatoxins BG by HPLC-FLD	AOAC 991.31 (2010), AOAC 994.08 (2010)
FC98	Aflatoxin M1 & M2 in Liquid Milk & Milk Prowder by HPLC-FLD	AOAC 2000.08 (2010)
MIC08	Total Aerobic Plate Count	US FDA-BAM 2001 Chapter 3
MIC11	Total Coliform Count in Food Samples	US FDA-BAM 2002 Chapter 4
MIC11 B	Escherichia coli in Food Samples	US FDA-BAM 2002 Chapter 4
MIC15	Total Yeast & Mold Count in Food Samples	US FDA-BAM 2001 Chapter 18
MIC19	Isolation & Identification of Staphylococcus aureus in Food	US FDA-BAM 2016 Chapter 12
MIC20	Isolation & Identification of Salmonella. spp in Food Sample	US FDA-BAM 2014 Chapter 5
MIC24	Isolation & Identification of Bacillus cereus in Food Sample	US FDA-BAM 2012 Chapter 14

ALS Technichem (S) Pte Ltd
Co. Reg. No. 198403076R GST Reg. No. M2-0068633-X
Part of the ALS Laboratory Group
121 Genting Lane, #03-01 & #04-01, ALS Building Singapore 349572
Tel. +65 6589 0118 Fax. +65 6283 9689 www.alsglobal.com

ACCREDITED LABORATORY
SAC-SINGLAS
Cert No. LA-1993-0064-A
Cert No. LA-2000-0178-F

CERTIFICATE OF ANALYSIS

Client	: **FUTURE ENTERPRISES PTE LTD**	Page	: 1 of 2	
Contact	: Ms Primrose Aung	Work Order	: **SF1759362**	Amendment: **2**
Address	: 31 Harrison Road #08-01 Singapore 369649	Date Samples Received	: 22-Dec-2017	
E-mail	: primrose@foodempire.com	Date Testing Commenced	: 22-Dec-2017	
Telephone	: ----	Issue Date	: 12-Jan-2018	
Fax	: ----	Order number	: ----	

General Comments

One packet of powder sample labelled as "Mac Coffee Mix 3 in 1 Original [MM]" was collected.

Manufactured in Myanmar

Key: N/D = Not Detected, < = Less than, > = Greater than, cfu = colony forming unit, MPN = Most Probable Number, EU = Endotoxin Units, LAL = Limulus Amebocyte Lysate

Analytical Results

			Client sample ID	**Mac Coffee Mix 3 in 1 Original [MM]**	----
			Sampling date/time	22-Dec-2017 00:00	----
Method	*Test Parameter*	*Unit*	*LOD*	**SF1759362-001**	--------
FC54	Ochratoxin A	ppb	1	**Not Detected**	----
FC25	Antimony as Sb	ppm	0.20	<0.20	----
FC25	Arsenic as As	ppm	0.20	<0.20	----
FC25	Cadmium as Cd	ppm	0.05	<0.05	----
FC25	Copper as Cu	ppm	0.20	<0.20	----
FC25	Lead as Pb	ppm	0.20	<0.20	----
FC25	Tin as Sn	ppm	0.20	<0.20	----
FC26 By FIMS	Mercury as Hg	ppm	0.01	<0.01	----
MIC08	Total Aerobic Bacteria Count	CFU/g	10	**130**	----
MIC11	Total Coliform Count	MPN/g	3.0	<3.0	----
MIC11 B	Escherichia coli Count	MPN/g	3.0	<3.0	----
MIC15	Total Yeast & Mold Count	CFU/g	10	<10	----
MIC19	Coagulase positive Staphylococcus aureus	CFU/g	10	<10	----
MIC24	Bacillus cereus	CFU/g	10	<10	----
MIC20	Salmonella. spp per 25gm	-	-	**Not Detected**	----
MIC25	Clostridium perfringens	CFU/g	10	<10	----

Signatories

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Signatories	Position	Authorised results for
HweeLee Tan	Laboratory Assistant Manager	**SF - Food Chemistry**
Joanne Chia	Laboratory Manager	**SF - Food Chemistry**
KimYin Lee	Supervisor 1	**SF - Food Microbiology**

Method Summary

Method	Method Name	Method Reference
FC25	Metals Analysis in Foods by ICP-OES	AOAC 990.08 (2010)
FC26 By FIMS	Determination of Trace Mercury in Foods	AOAC 971.21 (2010)
FC54	Determination of Ochratoxin A in Foods by HPLC-FLD	AOAC Official Methods
MIC08	Total Aerobic Plate Count	US FDA-BAM 2001 Chapter 3
MIC11	Total Coliform Count in Food Samples	US FDA-BAM 2002 Chapter 4
MIC11 B	Escherichia coli in Food Samples	US FDA-BAM 2002 Chapter 4
MIC15	Total Yeast & Mold Count in Food Samples	US FDA-BAM 2001 Chapter 18
MIC19	Isolation & Identification of Staphylococcus aureus in Food	US FDA-BAM 2016 Chapter 12
MIC20	Isolation & Identification of Salmonella. spp in Food Sample	US FDA-BAM 2014 Chapter 5
MIC24	Isolation & Identification of Bacillus cereus in Food Sample	US FDA-BAM 2012 Chapter 14
MIC25	Isolation & Identification of Clostridium perfringens in Foo	US FDA-BAM 2001 Chapter 16

ALS Technichem (S) Pte Ltd
Co. Reg. No. 198403076R GST Reg. No. M2-0068633-X
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121 Genting Lane, #03-01 & #04-01, ALS Building Singapore 349572
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ACCREDITED LABORATORY
SAC-SINGLAS
Cert No. LA-1993-0064-A
Cert No. LA-2000-0178-F

CERTIFICATE OF ANALYSIS

Client	: FUTURE ENTERPRISES PTE LTD	Page	: 1 of 2		
Contact	: Ms Primrose Aung	Work Order	: **SF1759360**	Amendment:	**2**
Address	: 31 Harrison Road #08-01 Singapore 369649	Date Samples Received	: 22-Dec-2017		
E-mail	: primrose@foodempire.com	Date Testing Commenced	: 22-Dec-2017		
Telephone	: ----	Issue Date	: 12-Jan-2018		
Fax	: ----	Order number	: ----		

General Comments

One packet of powder sample labelled as "Mac Coffee White Coffee [MM]" was collected.

Manufactured in Myanmar

Key: N/D = Not Detected, < = Less than, > = Greater than, cfu = colony forming unit, MPN = Most Probable Number, EU = Endotoxin Units, LAL = Limulus Amebocyte Lysate

Analytical Results

			Client sample ID	**Mac Coffee White Coffee [MM]**	----
			Sampling date/time	22-Dec-2017 00:00	----
Method	*Test Parameter*	*Unit*	*LOD*	**SF1759360-001**	--------
FC54	Ochratoxin A	ppb	1	**Not Detected**	----
FC25	Antimony as Sb	ppm	0.20	<0.20	----
FC25	Arsenic as As	ppm	0.20	<0.20	----
FC25	Cadmium as Cd	ppm	0.05	<0.05	----
FC25	Copper as Cu	ppm	0.20	<0.20	----
FC25	Lead as Pb	ppm	0.20	<0.20	----
FC25	Tin as Sn	ppm	0.20	<0.20	----
FC26 By FIMS	Mercury as Hg	ppm	0.01	<0.01	----
MIC08	Total Aerobic Bacteria Count	CFU/g	10	<10	----
MIC11	Total Coliform Count	MPN/g	3.0	<3.0	----
MIC11 B	Escherichia coli Count	MPN/g	3.0	<3.0	----
MIC15	Total Yeast & Mold Count	CFU/g	10	<10	----
MIC19	Coagulase positive Staphylococcus aureus	CFU/g	10	<10	----
MIC24	Bacillus cereus	CFU/g	10	<10	----
MIC20	Salmonella. spp per 25gm	-	-	**Not Detected**	----
MIC25	Clostridium perfringens	CFU/g	10	<10	----

Signatories

This laboratory is accredited under SAC - SINGLAS. The tests reported herein have been performed in accordance with the laboratory's Terms of Accreditation. This document has been electronically signed by the authorized signatories indicated below. Electronic signing has been carried out in compliance with procedures specified in 21 CFR Part 11.

Signatories	Position	Authorised results for
HweeLee Tan	Laboratory Assistant Manager	**SF - Food Chemistry**
Joanne Chia	Laboratory Manager	**SF - Food Chemistry**
KimYin Lee	Supervisor 1	**SF - Food Microbiology**

Method Summary

Method	*Method Name*	*Method Reference*
FC25	Metals Analysis in Foods by ICP-OES	AOAC 990.08 (2010)
FC26 By FIMS	Determination of Trace Mercury in Foods	AOAC 971.21 (2010)
FC54	Determination of Ochratoxin A in Foods by HPLC-FLD	AOAC Official Methods
MIC08	Total Aerobic Plate Count	US FDA-BAM 2001 Chapter 3
MIC11	Total Coliform Count in Food Samples	US FDA-BAM 2002 Chapter 4
MIC11 B	Escherichia coli in Food Samples	US FDA-BAM 2002 Chapter 4
MIC15	Total Yeast & Mold Count in Food Samples	US FDA-BAM 2001 Chapter 18
MIC19	Isolation & Identification of Staphylococcus aureus in Food	US FDA-BAM 2016 Chapter 12
MIC20	Isolation & Identification of Salmonella. spp in Food Sample	US FDA-BAM 2014 Chapter 5
MIC24	Isolation & Identification of Bacillus cereus in Food Sample	US FDA-BAM 2012 Chapter 14
MIC25	Isolation & Identification of Clostridium perfringens in Foo	US FDA-BAM 2001 Chapter 16

Annex 10: Credit Advice

Kanbawza Bank
International Banking Division
Foreign Remittance Department

No. (53), Corner of Merchant Road & Bo Soon Pet Street, Pabedan Township, Yangon, Myanmar.
Ph: +95 1 2307193-4, Fax: +95 1 2307160-4
Email: remittance@kbzbank.com

KANBAWZA BANK LTD. INTERNATIONAL BANKING DIVISION

Date : **18-September-2017**
Our Ref : 206FTIC172610520

ADVICE OF CREDIT

This is certify that we have received the **capital brought in** for **FE FOODS AND BEVERAGES MYANMAR CO.,LTD** as details.

Currency	: USD
Amount	: 75,000.00
	: (Seventy-five thousand only)
Account Number	: 20610920601493501
Sending Institution	: OVERSEA-CHINESE BANKING CORPORATION
Country	: SINGAPORE
Sender's Reference No	: CT0011850976M001

General Manager

International Banking Division

Foreign Remittance Department

Annex 11: Directors' Particulars

Included in this annex:

(a) Form XXVI

(b) Directors' passports

041321

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : FE FOODS & BEVERAGES MYANMAR COMPANY LIMITED

Presented by : Mr.Chintadi Shekhar Rao

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
Mr. Neogh Kok Eng	Malaysia PP No. A37798482	4-11-3 Solok Gangsa, Greenlane, Penang, 11600 Malaysia	Businessman	Director
Mr. Chintadi Shekhar Rao	India PP No. Z2719785	A-2/3, Nagarkot Flats, Kadma Jamshedpur 831 005, India	Businessman	Managing Director
Mr. Rajneesh Goel	India PP No. Z3488216	A-501 The Vilas Akashneem Marg Dlf ph 2, Gurgaon 122002, India	Businessman	Director

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.

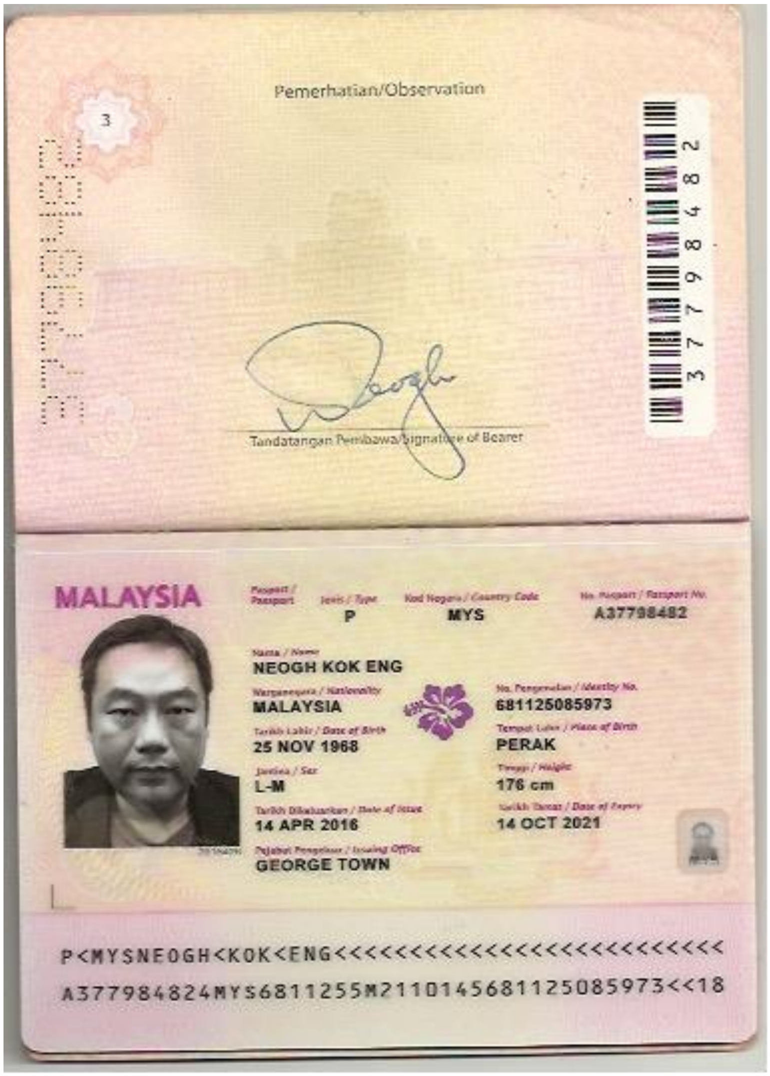
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Signature ....Shekhar........

Designation ......Managing Director......

Dated this 15 JUN 2017

Form (26)



Pemerhatian/Observation

3

Tandatangan Pembawa/Signature of Bearer

A37798482

MALAYSIA

Pasport / Passport

Jenis / Type: P

Kod Negara / Country Code: MYS

No. Pasport / Passport No.: A37798482

Nama / Name: NEOGH KOK ENG

Warganegara / Nationality: MALAYSIA

No. Pengenalan / Identity No.: 681125085973

Tarikh Lahir / Date of Birth: 25 NOV 1968

Tempat Lahir / Place of Birth: PERAK

Jantina / Sex: L-M

Tinggi / Height: 176 cm

Tarikh Dikeluarkan / Date of Issue: 14 APR 2016

Tarikh Tamat / Date of Expiry: 14 OCT 2021

Pejabat Pengeluar / Issuing Office: GEORGE TOWN

P<MYSNEOGH<KOK<ENG<<<<<<<<<<<<<<<<<<<<<<<<<<

A377984824MYS6811255M2110145681125085973<<18

इस पासपोर्ट में 64 पृष्ठ है। This passport contains 64 pages.

भारत गणराज्य REPUBLIC OF INDIA



टाईप / Type
P

राष्ट्र कोड / Country Code
IND

पासपोर्ट नं. / Passport No.
Z2719785

उपनाम / Surname
RAO

दिया गया नाम / Given Name(s)
CHINTADI SHEKHAR

राष्ट्रीयता / Nationality
INDIAN

लिंग / Sex
M

जन्मतिथि / Date of Birth
01/03/1983

जन्म स्थान / Place of Birth
JAMSHEDPUR, JHARKHAND

जारी करने का स्थान / Place of Issue
RANCHI

जारी करने की तिथि / Date of Issue
28/12/2013

समाप्ति की तिथि / Date of Expiry
27/12/2023

Shekhar

P<INDRAO<<CHINTADI<SHEKHAR<<<<<<<<<<<<<<<<<<<<<<

Z2719785<0IND8303017M2312271<<<<<<<<<<<<<<<<<<8

3

इस पासपोर्ट में 64 पृष्ठ हैं। This passport contains 64 pages.

भारत गणराज्य REPUBLIC OF INDIA



टाईप / Type: P

राष्ट्र कोड / Country Code: IND

पासपोर्ट नं. / Passport No.: Z3488216

उपनाम / Surname: GOEL

दिया गया नाम / Given Name(s): RAJNEESH

राष्ट्रीयता / Nationality: INDIAN

लिंग / Sex: M

जन्मतिथि / Date of Birth: 22/10/1965

जन्म स्थान / Place of Birth: DEHRADUN, UTTARAKHAND

जारी करने का स्थान / Place of Issue: DELHI

जारी करने की तिथि / Date of Issue: 10/12/2015

समाप्ति की तिथि / Date of Expiry: 09/12/2025

P<INDGOEL<<RAJNEESH<<<<<<<<<<<<<<<<<<<<<<<<<<<<

Z3488216<5IND6510226M2512093<<<<<<<<<<<<<<<<6

Annex 12: Power of Attorney

POWER OF ATTORNEY

FE FOODS AND BEVERAGES MYANMAR COMPANY LIMITED

Fe Foods And Beverages Myanmar Company Limited (the "**Company**") with company registration No. 244 FC/2017-2018 (represented by Mr. Chintadi Shekhar Rao, Managing Director), with its registered office located at No. 109, Bayint Naung Road, Shwe Pyi Thar Industrial Zone 4, Insein Township, Myanmar, hereby appoints the following individual, who are employees of Baker & McKenzie Limited, as their attorneys:

1. Kyaw Moe Myint Tun (Myanmar NRC No. 12/Aa Sa Na (N) 203432), residing at No. 582, Neik Bein Da Road, Nanth Thar Gone Quarter, Insein Township, Yangon, Myanmar

Specifically, this Power of Attorney authorises Kyaw Moe Myint Tun to perform the following acts as attorney of the Company:

1. to prepare, create, review, receive and submit the required application and documents in relation to applying endorsement for FE Foods and Beverages Myanmar Company Limited at the Myanmar Investment Commission

The Company shall be responsible for any act performed by Kyaw Moe Myint Tun, within the scope of this Power of Attorney, as if we have done it ourselves. In witness thereof, the Company, as the grantor and Kyaw Moe Myint Tun, as the attorney, sign our names below.

The Power of Attorney is effective on ________________, and shall remain effective until the endorsement is approved/issued by the Myanmar Investment Commission.

Mr. Chintadi Shekhar Rao	Kyaw Moe Myint Tun
Managing Director	Attorney

Company Seal:



Annex 13: Corporate Social Responsibility

FE Foods and Beverages Myanmar Limited

Corporate Social Responsibility

FE Foods & Beverages Myanmar Limited undertakes that 2% of the profits will be contributed for the corporate social responsibility as follows:

Corporate Social Responsibility Contribution

1. Skill and development training for employees	:	1 % of profits per year
2. Nutritional education	:	1 % of profits per year
Total	:	2% of profits per year

The programs that FE Foods & Beverages Myanmar Limited will implement will contain the following

Skill and development training for employees

FE Foods & Beverages Myanmar Limited will provide the highest level skill and development training for employees. The training will include the following elements:

1. Leadership training for management level employees
2. Technical analysis training for all employees testing product quality
3. Sanitation training for all employees handling products
4. Professional development training for all employees wishing to develop professionally
5. Other training as needed or requested

Nutritional education

FE Foods & Beverages Myanmar Limited will provide the highest level nutritional education to the people of Myanmar. The education will include the following elements:

1. Education regarding proper nutrition for the different life stages:
   a. Adolescent (age 3 to 11)
   b. Teen (age 12 to 18)
   c. Young adult (age 19 to 30)
   d. Mid-life adult (age 31 to 50)
   e. Late-life adult (age 51 to 70)
2. How to determine food quality and nutrition
3. Other education initiatives as deemed beneficial

Mr. Chintadi Shekhar Rao
Managing Director
FE Foods & Beverages Myanmar Company Limited
Company No. 244 FC/2017-2018 (Temporary)

Annex 14: Environmental Conservation Action Plan

FE FOODS & BEVERAGES MYANMAR LIMITED

Environmental Conservation action plan

We, FE Foods & Beverages Myanmar Limited, are committed to reducing our environmental impact as much as possible. We will strive every day to reduce our environmental impact, in order to be an example to other factories.

The environmental conservation action plan to be implemented by FE Foods & Beverages Myanmar Limited is composed of the following parts:

1) **Battery Powered:** The forklift will be battery powered, which will eliminate carbon smoke and air pollution.
2) **LED Lights:** Whole factory will use LED lights, which will save 25% energy compare to normal lights.
3) **Control Production Waste:** Control production waste to the minimum level so that we reduce the solid waste dispose required.

Carbon smoke elimination plan

By converting our forklift to battery power, we will greatly reduce the level of carbon dioxide emissions from our factory. It may only be a few forklifts, but over time this will be a big savings for our factory, and Myanmar as a whole.

Electricity conservation plan

We expect that as a factory, we will use significantly less electricity, due to our new LED lights. This will result in a net savings of 25% of the electricity that would otherwise be used to light the factory. This will be a hallmark of our environmental plan, as it is the most effective method we have of reducing our consumption of electricity, and global warming generally.

Waste control plan

We will review all waste produced by our factory, and implement methods of reducing that as much as possible. This, we hope, will allow us to reduce the waste our factory produces to a very minimal amount. Such reductions will be hugely beneficial to the surrounding areas, where our factory is located, as well as Myanmar generally.